AMENDMENT OF SOLICITATION	I/MODIFICATION (OF CONTRACT	1. CONTRACT ID C	ODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHA	ASE REQ. NO.	5. PROJECT I	NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If	other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP Code	e)	9B. DATED (SE	E ITEM 11)	TION NO.
			10B. DATED (S	SEE ITEM 11)	
	ACILITY CODE	AMENDMENTS OF SO	DUCITATIONS		
Offers must acknowledge receipt of this amendment prior (a)By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a refe THE PLACE DESIGNATED FOR THE RECEIPT OF OFFER: amendment your desire to change an offer already submit solicitation and this amendment, and is received prior to t 12. ACCOUNTING AND APPROPRIATION DATA (If regulations)	copies of the amendment; (rence to the solicitation and a S PRIOR TO THE HOUR AND tted, such change may be ma he opening hour and date spe	(b) By acknowledging receipt amendment numbers. FAILUI D DATE SPECIFIED MAY RES ade by telegram or letter, prov	of this amendment of RE OF YOUR ACKNO	n each copy of t WLEDGMENT T OF YOUR OFFE	the offer submitted; TO BE RECEIVED AT R. If by virtue of this
13. THIS ITEM	ONLY APPLIES TO MC	DDIFICATION OF CON		S.	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUNO. IN ITEM 10A.		DER NO. AS DESCRIBE ority) THE CHANGES SET FO		E MADE IN THE	CONTRACT ORDER
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMENT	I IN ITEM 14, PURSUANT TO	THE AUTHORITY OF FAR		as changes in p	aying office,
D. OTHER (Specify type of modification		TO ASTRICTION OF			
E. IMPORTANT: Contractor is not,	is requiredto sign thi	is documentand return	n co	opiesto the i	ssuingoffice.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (O	rganized by UCF section hea	dings, including solicitation/co	ontract subject matter	r where feasible.,	
Except as provided herein, all terms and conditions of the	document referenced in Item				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF	CONTRACTING OFF	ICER (Type or p	rint)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A			16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature	of Contracting Office	r)	

Item 14. Continued.

CHANGES TO SF1442

1. Item 13.A. - Change the Bid Opening time and date from "1400 (hour) local time **11 September 2000**" to "1400 (hour) local time **15 September 2000**"

CHANGES TO THE BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

2. Replace the following section with the accompanying new section of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0029:"

SECTION 00700 CONTRACT CLAUSES

CHANGES TO SPECIFICATIONS

3. Replacement Sections - Replace the following sections with the accompanying new section of the same number, and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0029":

SECTION 02565	EMULSIFIED ASPHALT BASE TREATMENT
SECTION 02712	LIME-STABILIZED BASE COURSE, SUBBASE, OR SUBGRADE
SECTION 02933	ESTABLISHMENT OF TURF
SECTION 13100	LIGHTNING PROTECTION SYSTEM
SECTION 16370	ELECTRICAL DISTRIBUTION SYSTEM, AERIAL
SECTION 16375	ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND
SECTION 16403	PANELBOARDS
SECTION 16528	EXTERIOR LIGHTING

4. <u>New Sections</u> - Add the following accompanying new sections, each bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0029":

SECTION 10880	VEHICLE SCALE
SECTION 15653	AIR-CONDITIONING SYSTEM (UNITARY TYPE)
SECTION 16415	ELECTRICAL WORK, INTERIOR

CHANGES TO DRAWINGS

5. <u>Replacement Drawings</u> - Replace the following drawings listed below with the new drawings of the same number, bearing the notation "AM#0003":

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I-001_3.cal I-001 INDEX SHEET
C-501_3.cal C-501 TYPICAL SECTIONS
E-102_3.cal E-102 DRRF OPTION 2 ELECTRICAL SITE PLAN 2
E-104_3.cal E-104 DRRF OPTION 3 ELECTRICAL SITE PLAN 2
A-101_3.cal A-101 FLOOR PLAN, ELEVATIONS & SECTIONS
A-102_3.cal A-102 SIGNAGE PLAN
M-101_3.cal M-101 HVAC PLAN, ELEVATIONS & SCHEDULES
E-502_3.cal E-502 GENERAL ELECTRICAL DETAILS
E-504_3.cal E-504 GENERAL ELECTRICAL DETAILS
E-701_3.cal E-701 SCALE HOUSE - LEGEND, RISERS, SCHEDULE & PLANS - OPTION #1
E-702_3.cal E-702 SCALE HOUSE INTERIOR DETAILS - OPTION #1
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Am#0003 2

6. New Drawings - Add the following accompanying new drawings, each bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0029":

E-703 DRRF OPTION #4 COMMUNICATION SITE PLAN

- 7. <u>Drawings Write-in changes</u> Make the following changes to the drawings listed below:
 - a. C-135 and C-137
 - (1) At sheet coordinate F3 change "108 Metric Ton Scale" to "113.4 Metric Ton Scale".
 - (2) Revise "SCALE NOTE" to read as follows:

"SCALE NOTE

Pit or pitless Design, concrete deck, no side rails

Deck Size: 4.57m wide; 21.64m long

Range of Vehicles to weigh:

M1A2 Tank - 63.5 Metric Tons, width 3.65m; length 7.92m.

Heavy Equipment Transporter (HET) - 105 Metric Tons; width 3.65m; length 18.82m

See Specification Section 10880 for HET axle loads"

b. C-142 Through C-161 – Add the following note to these drawings:

"NOTE:

ALL GRADED AND DISTURBED AREAS SHALL BE TURFED IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS."

- c. C-211 In the narrative for the Phase 2 and Phase 2A, replace the word "SOUTHWESTERN" with "NORTHWESTERN"
 - d. C-501 Delete the pavement section entitled "HARD STAND FOR HETS" from the drawing.
 - e. C-506 Add the following note to the sheet:

"NOTE

All concrete pipes to receive headwalls at each end as shown in the table on this sheet"

f. S-101 - On detail entitled "FOUNDATION PLAN - SCALE HOUSE" change finished floor elevation (F.F. ELEV.) from "308.8" to "295.9".

END OF AMENDMENT

Am#0003 3

SECTION 00700 CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

52.202-1 DEFINITIONS (OCT 1995) -- ALTERNATE I (APR 1984)

- (a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.
 - (b) "Commercial component" means any component that is a commercial item.
- (c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.
 - (d) "Nondevelopmental item" means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.
- (e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
 - (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
 - (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-
 - (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to

the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or

- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
 - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
 - (b) The price or fee reduction referred to in paragraph (a) of this clause shall be-
 - (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (3) For cost-plus-award-fee contracts-

- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
 - (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
 - (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
 - (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
 - (3) The prohibitions of the Act do not apply under the following conditions:
 - (i) Agency and legislative liaison by own employees.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
- (2) Technical discussions and other activities regarding the application or adaptation of theperson's products or services for an agency's use.
- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
 - (ii) Professional and technical services.

- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

- (a) Definitions. As used in this clause—
 - (1) "Arising out of a contract with the DoD" means any act in connection with—
 - (i) Attempting to obtain;
 - (ii) Obtaining, or
- (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).
- (2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.
 - (3) "Date of conviction" means the date judgment was entered against the individual.
- (b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--
 - (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
 - (2) On the board of directors of any DoD contractor or first-tier subcontractor;
 - (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
 - (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
 - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
 - (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
 - (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

- (a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.
- (b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.
- (c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

- (a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.
- (b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr2000.com.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

- (b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.
- (c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the

Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

- (a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.
- (b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than see section 001000. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum for each day of delays as set forth in Section 01000 CONSTRUCTION SCHEDULE.
- (b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
- (c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

52.211-13 TIME EXTENSIONS (APR 1984)

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

AM#3 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

(End of clause)

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

- (a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to---
 - (1) The proposal for the modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the modification; or
 - (4) Performance of the modification.
- (c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.
- (d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the data of this contract, is incorporated by reference in its entirety and made a part of this contract.
- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- (2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.
- (e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

- (a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.
 - (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
 - (3) Set by law or regulation.

- (b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because
- (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
- (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
- (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.
- (c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:
 - (1) the actual subcontract; or
- (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:
 - (1) the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;
- (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
 - (2) Except as prohibited by subdivision (d)(2)(ii) of this clause:
- (i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
- (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
 - (ii) An offset shall not be allowed if:
- (A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
- (e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

- (1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and
 - (2) be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.
 - (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
 - (3) Set by law or regulation.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

- (a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
- (b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
- (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 1995)

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
- (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under

plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working

on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

- (a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures

authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

- (1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
 - (3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and
- (4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).
- (b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
- (c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.
- (d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
- (e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

- (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:
- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.
- (2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
- (4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.
 - (6) Disseminate the Contractor's equal employment policy by--
- (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
 - (ii) Including the policy in any policy manual and in collective bargaining agreements;
 - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
- (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
- (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (10) Encourage present minority and female employees to recruit minority persons and women. Where

reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- (h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--
 - (1) Actively participates in the group;
- (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
 - (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
 - (n) The Contractor shall designate a responsible official to--
- (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
 - (2) Submit reports as may be required by the Government; and
- (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an

easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.
- (b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment:
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.
- (3) The listing of emp loyment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each

hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

- (a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--
 - (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
 - (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of

the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--
- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
 - (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

- (a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).
- (b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about-
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--
- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or
- (5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--
 - (1) The Contractor shall notify the Contracting Officer; and
- (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
 - (e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--
- (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
- (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

- (1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.
 - (2) "Toxic or hazardous materials" means:
- (i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);
 - (ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or
 - (iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoDowned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

52.225-11 BUY AMERICAN ACT--BA LANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material. North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

- (b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.
- (2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE
- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;
- (ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Ouantity:
 - (D) Price:
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domesti	ic Construction Materia	als Price Compar	ison
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			

Foreign construction material
Domestic construction material
Item 2:
Foreign construction material
Domestic construction material
\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.
(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)

- (a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, and Sudan.
- (b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.
 - (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts. (End of clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)

(a) Definitions.

As used in this clause--

- (1) "Bearing components" means the bearing element, retainer, inner race, or outer race.
- (2) "Miniature and instrument ball bearings" means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.
- (b) The Contractor agrees that, except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as performed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.
 - (c) (1) The restriction in paragraph (b) of this clause does not apply to the extent that—
 - (i) The end items or components containing ball or roller bearings are commercial items; or
 - (ii) The ball or roller bearings are commercial items manufactured in the United Kingdom.
- (2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.
- (d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor agrees to acquire a like quantity and type of domestic manufacture for nongovernmental use.
- (e) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Office.
- (f) The Contractor agrees to insert this clause, including this paragraph (f), in every subcontract and purchase order issued in performance of this contract, unless items acquired are--
 - (1) Commercial items other than ball or roller bearings; or
 - (2) Items that do not contain ball or roller bearings.

252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000)

- (a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.
- (b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.
- (c) Representation. By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

- (a) Definitions. As used in this clause--
- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.
 - (b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-
 - (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

 (End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

 (End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.227-13 PATENT RIGHTS--ACQUISITION BY THE GOVERNMENT (JAN 1997)

(a) Definitions. "Invention," as used in this clause, means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Practical application," as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention," as used in this clause, means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

- (b) Allocations of principal rights. (1) Assignment to the Government. The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention, except to the extent that rights are retained by the Contractor under subparagraph (b)(2) and paragraph (d) below.
- (2) Greater rights determinations. (i) The Contractor, or an employee-inventor after consultation with the Contractor, may retain greater rights than the nonexclusive license provided in paragraph (d) below, in accordance with the procedures of paragraph 27.304-1(a) of the Federal Acquisition Regulation (FAR). A request for a determination of whether the Contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the Head of the Contracting Agency or designee at the time of the first disclosure of the invention pursuant to subparagraph (e)(2) below, or not later than 8 months thereafter, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. Each determination of greater rights under this contract normally shall be subject to paragraph (c) below, and to the reservations and conditions deemed to be appropriate by the Head of the Contracting Agency or designee.
- (ii) Upon request, the Contractor shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention in any country for which the Contractor has retained title.
- (iii) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

- (c) Minimum rights acquired by the Government. (1) With respect to each subject invention to which the Contractor retains principal or exclusive rights, the Contractor agrees as follows:
- (i) The Contractor hereby grants to the Government a nonexclusive, nontransferable, irrevocable, paidup license to practice or have practiced each subject invention throughout the world by or on behalf of the Government of the United States (including any Government agency).
- (ii) The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--
- (A) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use:
- (B) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
- (C) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
- (D) Such action is necessary because the agreement required by paragraph (i) of this clause has neither been obtained nor waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (iii) The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with subdivision (ii) above. To the extent data or information supplied under this section is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it will not disclose such information to persons outside the Government.
- (iv) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.
- (v) The Contractor agrees to provide for the Government's paid-up license pursuant to subdivision (i) above in any instrument transferring rights in a subject invention and to provide for the granting of licenses as required by subdivision (ii) above, and for the reporting of utilization information as required by subdivision (iii) above, whenever the instrument transfers principal or exclusive rights in a subject invention.
- (2) Nothing contained in this paragraph (c) shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.
- (d) Minimum rights to the Contractor. (1) The Contractor is hereby granted a revocable nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government obtains title, unless the Contractor fails to disclose the subject invention within the times specified in subparagraph (e)(2) below. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.
- (2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 404 and agency licensing regulations. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical applications and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal

agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.
- (4) When the Government has the right to receive title, and does not elect to secure a patent in a foreign country, the Contractor may elect to retain such rights in any foreign country in which the Government elects not to secure a patent, subject to the Government's rights in subparagraph (c)(1) of this clause.
- (e) Invention identification, disclosures, and reports. (1) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.
- (2) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or, if earlier, within 6 months after the Contractor becomes aware that a subject invention has been made, but in any event before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor shall promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
 - (3) The Contractor shall furnish the Contracting Officer the following:
- (i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period, and stating that all subject inventions have been disclosed (or that there are not such inventions) and that the procedures required by subparagraph (e)(1) above have been followed.
- (ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.
- (4) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (2) above.
- (5) The Contractor agrees subject to FAR 27.302(i) that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.
- (f) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--
 - (i) Any such inventions are subject inventions;
- (ii) The Contractor has established and maintains the procedures required by subparagraphs (e)(1) and (4) of this clause; and
 - (iii) The Contractor and its inventors have complied with the procedures.

- (2) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.
- (3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.
- (g) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--
- (i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (e)(1) above;
 - (ii) Disclose any subject invention pursuant to subparagraph (e)(2) above;
 - (iii) Deliver acceptable interim reports pursuant to subdivision (e)(3)(i) above; or
 - (iv) Provide the information regarding subcontracts pursuant to subparagraph (h)(4) below.
- (2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.
- (3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (e)(2) above, and acceptable final report pursuant to subdivision (e)(3)(ii) above, and all past due confirmatory instruments.
- (4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.
- (h) Subcontracts. (1) The Contractor shall include this clause (suitably modified to identify the parties) in all subcontracts, regardless of tier, for experimental, developmental, or research work. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
 - (2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor-
- (i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and
- (ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.
- (3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.
- (4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.
- (i) Preference for United States industry. Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Government upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i)

the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
 - (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes in adequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
 - (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
- (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
 - (2) A recorded lien on real estate. The offeror will be required to provide--
- (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
 - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
- (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

- (a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.
- (b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.
- (c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--
- (1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;
- (2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:
 - (i) For contracts subject to the Miller Act, the later of--

- (A) One year following the expected date of final payment;
- (B) For performance bonds only, until completion of any warranty period; or
- (C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.
 - (ii) For contracts not subject to the Miller Act, the later of--
 - (A) 90 days following final payment; or
 - (B) For performance bonds only, until completion of any warranty period.
- (d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.
 - (e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]
Issue Date IRREVOCABLE LETTER OF CREDIT NO
Account party's name Account party's address
For Solicitation No(for reference only)
TO: [U.S. Government agency]
[U.S. Government agency's address]
1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings
up to United States \$ This Letter of Credit is payable at [issuing financial institution's and, if any,
confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial
institution's address] and expires with our close of business on, or any automatically extended expiration
date.
2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the
confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and
confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or
any automatically extended expiration date.
3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a
condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year
from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we
notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this
Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the
account party (and confirming financial institution, if any) by the same means of delivery.
4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge
to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the
written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and
the confirming financial institution, if any.
5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993
Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to
the laws of [state of confirming financial institution, if any, otherwise state of issuing financial institution].
6. If this credit expires during an interruption of business of this financial institution as described in Article 17
of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30
days after the resumption of our business.
Sincerely,
Sincercity,
[Issuing financial institution]
(f) The following format shall be used by the financial institution to confirm an ILC:
[Confirming Financial Institution's Letterhead or Name and Address]
(Date)
Our Letter of Credit Advice Number

Beneficiary:	[U.S. Government agency]	
Issuing Financial Ir	nstitution:	
Issuing Financial Ir	nstitution's LC No.:	
Gentlemen:		
[name	onfirm the above indicated Letter of Credit, the of issuing financial institution] for drawings of	up to United States dollars/U.S.
\$ and expir	ring with our close of business on	[the expiration date], or any automatically
extended expiration	date.	
2. Draft(s) drav	wn under the Letter of Credit and this Confirmat	ion are payable at our office located at
3. We hereby u	 Indertake to honor sight draft(s) drawn under an	d presented with the Letter of Credit and this
Confirmation at our	r offices as specified herein.	
4. [This paragr	aph is omitted if used as a bid guarantee, and su	bsequent paragraphs are renumbered.] It is a
	nfirmation that it be deemed automatically extended, or any automatically extended expiration da	
	t 60 days prior to any such expiration date, we s	
		other receipted means of delivery, that we elect
	confirmation extended for any such additional p	
(b) The iss	suing financial institution shall have exercised it	s right to notify you or the transferee, the account
party, and ourselve	s, of its election not to extend the expiration date	e of the Letter of Credit.
	nation is subject to the Uniform Customs and Pra	
		, and to the extent not inconsistent therewith, to
	[state of confirming financial institution].	
	mation expires during an interruption of busines	
		is credit is drawn against within 30 days after the
resumption of our b	business.	
Sincerely,		
[Confirming finance	ial institution]	
	ing format shall be used by the Contracting Offi	cer for a sight draft to draw on the Letter of
Credit:		-
SIGHT DRAFT		
[City, State]		
(Date)		
[Name and address	of financial institution	
	[Beneficiary Agency]	the sum of United States \$
	under Irrevocable Letter of Credit No.	
Beneficiary Agenc		
By:		
~ J	(End of clause)	

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (SEP 1996)-

(a) Definitions. As used in this clause--

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

- (b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:
- (1) Performance Bonds (Standard Form 25): (i) The penal amount of performance bonds shall be 100 percent of the original contract price.
- (ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
 - (iii) The Government may secure additional protection by directing the Contractor to increase the penal

amount of the existing bond or to obtain an additional bond.

\$5 million: or

- (2) Payment Bonds (Standard Form 25-A):
 - (i) The penal amount of payment bonds shall equal--
 - (A) 50 percent of the contract price if the contract price is not more than \$1 million;
 - (B) 40 percent of the contract price if the contract price is more than \$1 million but not more than
 - (C) \$2.5 million if the contract price is more than \$5 million.
- (ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.
- (iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.
- (c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
- (d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
 - (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)—EFARS

- (a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
 - (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

- (i) Consideration is specifically authorized by this contract; and
- (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract:
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
 - (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)		
(Title)	 	
(Date)	 	

- (d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--
 - (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--
- (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
- (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.
- (e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
- (f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--
- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.
- (g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.
 - (h) Final payment. The Government shall pay the amount due the Contractor under this contract after-
 - (1) Completion and acceptance of all work;
 - (2) Presentation of a properly executed voucher; and

- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of
- (i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
- (j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--
- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
 - (2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:
- (i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:
- (A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.
- (ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):
- (A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- (2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.
 - (i) Name and address of the Contractor.
- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
 - (iv) Description of work or services performed.
 - (v) Delivery and payment terms (e.g., prompt payment discount terms).
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
 - (ix) Any other information or documentation required by the contract.
- (x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
 - (3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office,

without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The following periods of time will not be included in the determination of an interest penalty:
- (A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.
- (B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.
- (C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.
- (iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.
- (iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.
- (5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.
- (6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--
 - (A) Is owed an interest penalty of \$1 or more;
 - (B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

- (C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.
- (ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
 - (B) Demands must be postmarked on or before the 40th day after payment was made, except that-
- (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made: or
- (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
- (iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--
 - (1) The additional penalty shall not exceed \$5,000;
 - (2) The additional penalty shall never be less than \$25; and
 - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than

\$1.

- (B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.
- (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.
- (D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 14th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.
- (2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.
- (3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.
- (c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:
- (1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.
- (2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--
- (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
- (ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in

effect at the time the Contractor accrues the obligation to pay an interest penalty.

- (3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- (d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--
- (1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;
- (2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and
- (3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--
- (i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and
- (ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.
- (e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--
- (1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;
- (2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;
- (3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;
- (4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--
 - (i) Make such payment within--
- (A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i) of this clause; or
 - (B) Seven days after the Contractor recovers such funds from the Government; or
- (ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;
 - (5) Notice to Contracting Officer. Notify the Contracting Officer upon-
 - (i) Reduction of the amount of any subsequent certified application for payment; or
 - (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--
 - (A) The amounts withheld under subparagraph (e)(1) of this clause; and
 - (B) The dates that such withholding began and ended; and
- (6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--
 - (i) The day the identified subcontractor performance deficiency is corrected; or
 - (ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.
- (f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40

- U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--
- (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
- (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.
- (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--
- (i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or
- (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--
 - (1) The amount to be withheld;
 - (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.
- (h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.
- (i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- (j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.
- (k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The

Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by 10 days after award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If

the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)—EFARS

- (a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.
- (b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: NONE

(End of clause)

52.233-1 DISPUTES. (DEC 1998)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- $(2) (i) \ The \ contractors \ shall \ provide \ the \ certification \ specified \ in \ subparagraph \ (d) (2) (iii) \ of \ this \ clause \ when \ submitting \ any \ claim \ -$
 - (A) Exceeding \$100,000; or
 - (B) Regardless of the amount claimed, when using -

- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--
 - (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty-five (25) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
- (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
- (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to
 - (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
 - (2) the availability of labor, water, electric power, and roads;
 - (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the

character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
 - (b) The Contractor shall protect from damage all existing improvements and utilities
 - (1) at or near the work site, and
- (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

- (a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

- (a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be

made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
 - (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without

additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".
- (d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

- (a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.
 - (b) The price breakdown --
 - (1) Must include sufficient detail to permit an analysis of profit, and of all costs for --
 - (i) Material;
 - (ii) Labor;
 - (iii) Equipment;
 - (iv) Subcontracts; and
 - (v) Overhead; and
 - (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
 - (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
 - (d) The Contractor's proposal shall include a justification for any time extension proposed.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

52.243-4 CHANGES (AUG 1987)

- (a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
 - (1) the date, circumstances, and source of the order and
 - (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
 - (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
- (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
 - (c) Government inspections and tests are for the sole benefit of the Government and do not-
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
 - (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material

reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
 - (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

- (a) Definitions. As used in this clause --
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--
 - (A) Noncommercial items: or
 - (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable: or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;

- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --
 - (1) Prime contract number:
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
 - (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract:
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

DESCRIPTION	LINE ITEMS	QUANTITY	

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--
 - (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
 - (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.
- (b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
- (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
 - (e) Government action.
- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

- (f) Sharing.
- (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by
 - (i) 45 percent for fixed-price contracts or
 - (ii) 75 percent for cost-reimbursement contracts.
- (2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--
 - (i) Accept the VECP;
 - (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.
- (g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.
- (h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.
- (i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"There data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
 - (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory s chedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:
- (1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--
 - (i) The cost of this work;
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and
- (iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

- (2) The reasonable costs of settlement of the work terminated, including--
- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
 - (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract:
 - (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

- (b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include
 - (i) acts of God or of the public enemy,
 - (ii) acts of the Government in either its sovereign or contractual capacity,
 - (iii) acts of another Contractor in the performance of a contract with the Government,
 - (iv) fires,
 - (v) floods,
 - (vi) epidemics,
 - (vii) quarantine restrictions,
 - (viii) strikes,
 - (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

SECTION 02565

EMULSIFIED ASPHALT BASE TREATMENT AMENDMENT NO.0003

PART 1 - GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 75	(1987; R 1992) Sampling Aggregates
ASTM D 977	(1991) Emulsified Asphalt
ASTM D 979	(1989) Sampling Bituminous Paving Mixtures
ASTM D 1556	(1990) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.))
ASTM D 2922	(1991) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1993) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1993) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

TEXAS DEPARTMENT OF TRANSPORTATION

Standard Specifications for Construction of Highways, Streets and Bridges, 1993

Manual of Testing Procedures (1983; R 1993)

U.S. ARMY CORPS OF ENGINEERS HANDBOOK FOR CONCRETE AND CEMENT (COE)

1.2 UNIT PRICES

1.2.1 WAYBILLS AND DELIVERY TICKETS

Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all bituminous materials used in the construction.

1.2.2 MEASUREMENT FOR PAYMENT

1.2.2.1 Emulsified Asphalt

Emulsified asphalt will be measured in the number of liters of the material used in the accepted work, corrected to liters at 15 degrees C in accordance with ASTM D 1250. A coefficient of 0.00025 per degree C shall be used for asphalt emulsion.

1.2.3 BASIS FOR PAYMENT

The quantities of emulsified asphalt will be paid for at the respective contract unit price. No payment will be made for any material wasted, used for the convenience of the Contractor, unused or rejected, or for water used. Payment for constructing the emulsified asphalt stabilized layer will be made at the applicable contract unit price per liter of emulsion per square meter of area. This payment shall constitute full compensation for all plant, labor, materials, and all costs necessary for placement, manipulation, compaction, and curing of the completed stabilized surface course.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Plant, Equipment, Machines, and Tools; FIO.

Mix Design; GA.

List of proposed equipment to be used in performance of construction work, including descriptive data. Mix design at least 30 days before it is to be used.

SD-08 Statements

Source of Bituminous Material; FIO.

Notification upon selection of emulsified asphalt.

Product Data and Certificate of Compliance from Emulsified Asphalt Manufactrer

SD-09 Reports

Sampling and Testing; FIO.

Calibration curves and related test results, prior to using the device or equipment being calibrated. Copies of field tests results within 24 hours after the tests are performed. Certified copies of test results, not less than 30 days before material is required for the work.

SD-14 Samples

Emulsified Asphalt; FIO.

Emulsified Asphalt used in the job.

SD-18 Records

Waybills and delivery tickets; GA.

Copies of waybills and delivery tickets during the progress of the work. Certified waybills and delivery tickets for all materials actually used.

1.4 DEGREE OF COMPACTION

Degree of compaction is expressed as a percentage of the maximum density obtained by the test procedure in accordance with ASTM D 1557, abbreviated herein as percent laboratory maximum density. Moisture-density relationships shall be performed on each type of aggregate base course material proposed prior to the addition of emulsion.

1.5 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.5.1 GENERAL REQUIREMENTS

Plant, equipment, machines, and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, meeting grade controls, thickness control and smoothness requirements as set forth herein.

1.5.2 BITUMINOUS DISTRIBUTOR

Bituminous Ddistributor shall have pneumatic tires of such size and number to prevent rutting, shoving, or otherwise damaging base surface or other layers in the pavement structure. Distributor shall be designed and equipped to spray bituminous material in a uniform double or triple lap at the specified temperature, at variable widths, and at readily determined

and controlled rates from 0.15 to 6.5 liters per square meter with an allowable variation from the specified rate of plus or minus 5 percent and with a pressure range of 175 to 515 kPa. Distributor equipment shall include a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. Distributor shall be equipped to circulate and agitate the bituminous material during the heating process.

1.5.3 TRAVELING-PLANT MIXER

Traveling-plant mixer shall be self-propelled or tractor-drawn, an shall be capable of maintaining a uniform rate of travel. The plant shall be mounted on wheels or tread equipment of such type as will not overload or damage the subgrade or base course when the mixer is loaded to capacity. The device for picking up aggregates from windrows shall be such as will pick up only the windrowed aggregate, leaving the base clean. The pick-up and elevator shall be entirely enclosed to prevent the wind from removing the fine and filler aggregate. The equipment for proportioning the aggregate and bituminous material shall accurately measure the specified amounts of material for the mix while the machine is in operation, and shall be equipped with devices for accurately proportioning the filler added to the mixture. The plant shall be capable of thoroughly combining the aggregates and bituminous material into a uniform mixture, completely coating all particles of aggregate, and shall be capable of depositing the processed mixture on the base course.

1.5.4 BLADE GRADERS

Blade graders for windrwoing aggregate, for mixing, and for spending processed material shall be self-powered. Each grader shall have a wheelbase notless than 5.18 m, a blade not less than 3.66 m long, and shall be equipped with pneumatic tires. Blade graders shall be adequately powered inorder to perform thework properly and shall weigh at least 7 metric tons.

1.5.5 POWER ROLLERS

Power rollers shall be steel-wheel or pneumatic-tired types conforming to the following requirements:

1.5.5.1 STEEL-WHEEL

Steel-wheel rollers shall be either tandem or three-wheel type weighing not less than 4.5 metric tons, and equipped with adjustable scrapers. The rollers which may be static or vibratory shall be equipped with watertanks an sprinkling apparatus that shall be used when necessary to keep the wheels wet to prevent adherence of the bituminous material to the wheels.

1.5.5.2 PNEUMATIC-TIRED

Pneumatic-tired rollers shall be self-propelled and equipped with not less

than 9 wheels mounted on 2 axles in such a manner that the rear tires will not following the tracks ofthe forward group. The pneumatic-tired rollers shall also be equipped with suitable beams or platform for ballast loading and shall be loaded to provide required compaction. The tires shall be uniformly inflated to not less than 310 kPa.

1.5.6 MECHANICAL SPREADERS

The equipment for spreading, shaping, and finishign shall consist of approved self-contained power machines capable of taking the bituminous mixture directly fromt eh discharge end of traveling plant and spreading the mixture at required application rate.

1.5.7 TRACTORS

Tractors shall be of the crawler type and shall be equipped with street plates or flat treads.

1.5.8 Miscellaneous Equipment

Disk, spike-tooth, or spring-tooth harrows, multiple-blade or retread mixers, small tools, and other equipment shall be the required types.

1.5.9 Straightedge

The Contractor shall furnish and maintain at the site, in good condition, one 3.05-meter straightedge for each bituminous paver, for use in the testing of the finished surface. Straightedge shall be made available for government use. Straightedges shall be constructed of aluminum or other lightweight metal and shall have blades of box or box-girder cross section with flat bottom reinforced to insure rigidity and accuracy. Straightedges shall have handles to facilitate movement on pavement.

1.6 WEATHER LIMITATIONS

Emulsified asphalt shall not be applied when the atmospheric temperature is less than 10 degrees C. No emulsified asphalt shall be applied to soils that are frozen or contain frost. If the temperature falls below 2 degrees C, completed bitumen-treated areas shall be protected against any detrimental effects of freezing.

1.7 SOURCE OF BITUMINOUS MATERIAL

After selecting the source of bituminous material a notification shall be submitted to the Contracting Officer within 15 days after the award of contract.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 EMULSFIED ASPHALT

Material used for in the soil-bitumen mixture shall be the same type

throughout and shall conform to the following to ASTM D 977, Type SS-1.

2.1.2 MATERIAL TO BE STABILIZED

Material to be stabilized shall consist of aggregate base course meeting the requirements of Section 02241 AGGREGATE BASE COURSE.

2.1.3 WATER

Water shall be clean, fresh, and potable.

PART 3 - EXECUTION

3.1 TEST SECTION

3.1.1 General

A test section shall be constructed to evaluate the mixing, placement, and compaction procedures required to construct the stabilized material. Test section data will be used by the Contracting Officer to determine the quantity of emulsified asphalt to use in the stabilization process, and suitability of equipment to produce the desired product.

3.1.2 Scheduling

The test section shall be constructed a minimum of 30 days prior to the start of full scale production to provide sufficient time for an evaluation of the proposed materials, equipment, and procedures.

3.1.3 Location and Size

The test section shall be placed in the production paving limits in an area representative of the subgrade conditions and as approved by the Contracting Officer. The underlying courses and subgrade preparation required for the pavement section shall be completed, inspected, and approved in the test section prior to constructing the emulsified surface treatment. The test section shall be a minimum of 135 meters long and one full paving lane wide. The test section shall be constructed in three (3) 45-meter long sections as follows:

Section	Quantity of SS-1, liters/m ²	/
1	2.26	
2	4.52	
3	9.05	

3.1.4 Initial Testing

Certified test results, to verify that the materials proposed for use in the test section meet the contract requirements, shall be provided by the Contractor and approved by the Contracting Officer prior to the start of the test section.

3.1.5 Mixing, Placement and Compaction

Mixing, placement, and compaction shall be accomplished using the equipment meeting the requirements of paragraph PLANT, EQUIPMENT, MACHINES, AND TOOLS.

3.1.6 Evaluation

Within 10 days of completion of each 45-meter test section component, the Contractor shall submit to the Contracting Officer a Test Section Report complete with all required test data. The Contracting Officer will evaluate the data and provide to the Contractor the amount of emulsified asphalt to use in the stabilization process. The test data required in the report for each 45-meter test section component shall consist of the following:

- a. Sieve Analysis per ASTM D 136 and ASTM D 422 of aggregate Base prior to the addition of emulsion.
- b. Liquid and Plasticity Index per ASTM D 4318 of aggregate Base prior to the addition of emulsion.
- c. Moisture-Density relationship per ASTM D 1557 of aggregate Base prior to the addition of emulsion and after the addition of emulsion.
- d. Field Density Tests of the finished course per ASTM D 1556 and ASTM D 2922.
- e. Slow Strength, asphalt content, and mix density of stabilized material when tested in accordance with Test Method TEX-126-E (minimum two specimens).
- f. Marshall stability tests (50 blow method) per CRD-C 649 and CRD-C 650 for laboratory specimens from each 45-meter test section and a minimum of 2 field cores from different location taken from within each 45-meter test section. Tests shall include stability, flow, specific gravity of coarse and fine aggregates, percent voids in the total mix, percent voids filled with bitumen, density, and percent asphalt for both laboratory and field cored samples. Cores are to be taken a minimum of 7 days after final compaction. A coring method that will insure intact specimens for required testing shall be implemented. Loose field samples shall be collected using the procedures presented in ASTM D 75. Asphalt extraction of the finished course shall be performed in accordance with ASTM D 6307.
- g. Aggregate absorption per ASTM C 127 and ASTM C 128 from the laboratory Marshall Stability sample.

3.2 GENERAL CONSTRUCTION REQUIREMENTS

3.2.1 Mix Design

The emulsified asphalt shall be mixed and blended with the aggregate base at the rate of 4.52 liters of emulsified asphalt per square meter with a tolerance of plus or minus 1.25 liters per square meter, of aggregate base regardless of the amount of water added. The percentage of emulsified asphalt in the mixture shall be regulated to insure that the specified amount of emulsified asphalt is incorporated into the material, while maintaining the proper moisture content. The required test section shall be used to validate the above rate for production.

3.2.2 Bituminous Material Mix

Emulsified asphalt, of the amount required for each application, shall be uniformly applied by a bituminous distributor within a temperature range of 25 to 55 degrees C, as directed. Areas inaccessible to or missed by the distributor shall be properly treated with Emulsified asphalt, using the manually operated hose attachment. After mixing is completed, the proportions of the mixture shall be in accordance with the approved mix design. On the basis of dry weight, moisture shall be 5 percent plus or minus 1 percent when mixing is complete. When the stabilized course is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire construction period to prevent water from collecting or standing on the area to be stabilized or on pulverized, mixed, or partially mixed material.

3.3 PREPARATION OF AREAS TO BE STABILIZED

3.3.1 General Requirements

Area shall be cleaned of debris. Area will be inspected for adequate compaction and shall be capable of withstanding, without displacement, at least 100 percent of laboratory maximum density for the soil-bitumen mixture. Debris and removed unsatisfactory in-place material shall be disposed of off site.

3.3.2 IN-PLACE MATERIALS TO RECEIVE STABILIZED COURSE

Soft, yielding areas and ruts or other irregularities in the surface shall be corrected. Material in the affected areas shall be loosened and unsatisfactory material removed. Approved aggregate base course material shall be added where directed. The area shall then be shaped to line, grade, and cross section, and shall be compacted to at least 100 percent of laboratory maximum density.

3.3.3 AGGREGATE BASE COURSE MATERIAL

Sufficient aggregate base course material shall be utilized to provide the required thickness of the soil-bitumen layer after compaction and shall be processed to meet the requirements specified before emulsified asphalt treatment process is undertaken.

3.4 GRADE CONTROL

The contractor shall provide a sufficient amount of aggregate base course material so that the thickness of the compacted stabilized material meets the fixed grade. Line and grade stakes shall be provided as necessary for control. Grade stakes shall be placed in lines parallel to the centerline of the area under construction and suitably spaced for string lining. Finished and completed stabilized area shall conform to lines, cross section and dimensions indicated.

3.5 MIXING OF MATERIALS

3.5.1 MIXED-IN-PLACE METHOD

3.5.1.1 PREPARATION OF UNDERLYING COURSE

Before constructing the stablized course, the previously constructed underlying course shall be cleaned of foreign substances. Surface of underlying course shall meet the specified compaction and surface tolerances. Aggregate base course shall conform to Section 02241 AGGREGATE BASE COURSE. Ruts or soft, yielding spots that may appear in the underlying course, areas having inadequate compaction, and deviations of the surface from reequirements specified shall be corrected. Properly compacted material will be considered as part of the underlying course and shall meet all requirements for the underlying course. Finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the stabilized course is placed.

3.5.1.2 APPLICATION OF WATER

Scarified material shall be shaped to the cross section and grade indicated. Moisture content will then be determined. Water shall be added in increments and each increment of water shall be partially incorporated in the mix to avoid concentration of water near the surface. After the last increment of water has been added, mixing shall be continued until the water is uniformly distributed throughout the mixture. Particular care shall be taken to ensure satisfactory moisture distribution along the edges of the section.

3.5.1.3 APPLICATION OF EMULSIFIED ASPHALT

Rate of application of emulsfied asphalt for the soil-bitumen mixture shall be as specified. Emulsified asphalt shall be uniformly mixed with the soil by means of a blade grader or rotary mixer. If the emulsified asphalt is applied in more than one increment, each application shall be partially mixed into the material as directed. After the required amount of emulsified asphalt has been added to the loose material, the emulsified asphalt and soil shall be thoroughly mixed by blading with a blade grader, rotary mixer, or other equipment suitable for mixing the soil and bitumen. No equipment except that used for spreading and mixing operations shall pass over the freshly spread emulsified asphalt. Density of compacted mixture shall be at least 100 percent of laboratory maximum density.

3.5.2 TRAVELING-PLANT METHOD

The aggregate base course material shall be placed in windrows. The windrows shall be of sufficient size to cover a predetermined width to the indicated compacted thickness. Traveling plant shall move at a uniform rate of speed and shall accomplish thorough mixing of the materials. The emulsified apshalt shall be delivered at a predetermined rate. The soil-bitumen shall have been allowed an adequate amount of time to cure. After curing, the mixture shall be shaped approximately to the specified lines and grades and thoroughly loosened to its full depth and width. Rolling shall begin at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths. The speed of the roller shall be such that displacement of materials does not occur. Density of compacted mixture shall be at least 100 percent of laboratory maximum density. Areas inaccessible to rollers shall be compacted to the required density with mechanical tampers.

3.6 FINISHING

The surface of the top layer shall be finished to grade and cross section shown. Finished surface shall be uniform texture. Light blading during rolling may be necessary for the finished surface to conform to the lines, grades, and cross sections. Should the surface for any reason become rough, corrugated, uneven in texture, or traffic-marked prior to completion, such unsatisfactory portion shall be scarified, reworked, relaid, or replaced as directed. Should any portion of the course, when laid, become watersoaked for any reason, that portion shall be removed immediately, and the mix placed in a windrow and aerated until a moisture content within the limits specified is obtained, and then spread, shaped, and rolled as specified. Any material used in this manner must meet the specification requirements, including design asphalt content for the specified application rate. Additional testing will be required for these areas for tests specified in paragraph 3.9 SAMPLING AND TESTING.

3.6.1 SMOOTHNESS

The surface of each layer shall show no deviations in excess of 9.5 mm for service roads and 15.0 mm for the tank trailswhen tested with the 3.05-meter straightedge. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting, as directed.

3.6.2 THICKNESS CONTROL

Compacted thickness of the stabilized course shall be within 12.7 mm of the thickness indicated. Where measured thickness of the stabilized course is more than 12.7 mm deficient, such areas shall be corrected by scarifying, adding new material of proper gradation, reblading, and recompacting as directed. Where the measured thickness of the stabilized course is more than 12.7 mm thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness

shall be the average of all thickness measurements taken for the job, but shall be within the thickness indicated.

3.7 CONSTRUCTION JOINTS

At the end of each day's construction, a straight transverse construction joint shall be formed by cutting back into the completed work to form a true vertical face free of loose or shattered material. Material along construction joints not properly compacted shall be removed and replaced with soil-bitumen that is mixed, moistened, and compacted in accordance with this specification.

3.8 SAMPLING AND TESTING

Sampling and testing shall be performed by an approved commercial testing laboratory or by facilities furnished by the Contractor at no additional cost to the Government. No work requiring testing will be permitted until the facilities have been inspected and approved. Tests shall be performed in sufficient numbers and at the locations and times directed to ensure that materials and compaction meet specified requirements. Certified copies of test results shall be furnished to the Contracting Officer.

3.8.1 FIELD DENSITY

Field in-place density shall be determined in accordance with ASTM D 1556 and ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked, and adjusted if necessary, using the sand cone method as described in paragraph Calibration of the ASTM publication. ASTM D 2922 results in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in ASTM D 3017. The calibration checks of both density and moisture gauges shall be made at the beginning of a job on each different type of material and at intervals as directed by the Contracting Officer. The following number of tests shall be the minimum acceptable for each lift of stabilized material. If ASTM D 2922 is used, in-place densities shall be checked by ASTM D 1556 at least once per lift for each 5000 square meters of stabilized material. Calibration curves and calibration test results shall be furnished within 24 hours of conclusion of the tests. At least one field density test shall be performed for each 700 square meters of each layer of stabilized material.

3.8.2 SIEVE ANALYSIS

Before starting work, at least one sample of material shall be testing in accordance with ASTM D 136 and ASTM D 422 on sieves conforming to ASTM E 11. After the initial test, a minimum of one analysis shall be performed for each 1000 metric tons of in place material to be stabilized, with a minimum of three analyses for each day's run until the course is completed. When the source of materials is changed and deficiencies are found, the analysis shall be repeated and the material already placed shall be retested to determine the extent of unacceptable material. All in-place unacceptable material shall be replaced at no additional cost to the Government.

3.8.3 LIQUID LIMIT AND PLASTICITY INDEX

One liquid limit and plasticity index shall be performed for each sieve analysis. Liquid limit and plasticity index shall be in accordance with ASTM D 4318.

3.8.4 EXTRACTION TEST

Extraction tests shall be conducted in accordance with ASTM D 2172, to confirm the amount of bitumen and moisture in the mixture. One test shall be conducted for every 275 metric tons. Sampling shall be taken in accordance with ASTM D 979.

3.8.5 SMOOTHNESS TEST

Measurements for deviation from grade and cross section shown shall be taken in successive positions parallel to the road centerline, with a 3.05-meter straightedge. Measurements shall also be taken perpendicular to the road centerline at 150-meter intervals.

3.8.6 THICKNESS

Thickness of the stabilized course shall be measured at intervals in such a manner as to ensure one measurement for each 2500 square meters of stabilized course. Measurements shall be made in 75 mm diameter test holes penetrating the stabilized course.

3.9 MAINTENANCE

Stabilized area shall be maintained in a satisfactory condition until accepted by the Contracting Officer. Maintenance shall include immediate repairs to any defects and shall be repeated as often as necessary to keep the area intact. Defects shall be corrected as specified herein.

3.10 TRAFFIC

Completed portions of the soil-bitumen area may be opened to controlled traffic within 4 hours of completion of the course, if approved by the Contracting Officer.

SECTION 02712

LIME-STABILIZED SUBGRADE 12/97 Amendment No. 0003

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 25	(1996a) Chemical Analysis of Limestone, Quicklime, and Hydrated Lime
ASTM C 50	(1994) Sampling, Inspection, Packing, and Marking of Lime and Limestone Products
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1995a) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

1.2 MEASUREMENT FOR PAYMENT

All work is incidental to the contract and no separate measurement and payment will be made.

1.3 DEFINITIONS

1.3.1 Lime-Stabilized Course

Lime-stabilized course, as used in this specification, is a mixture of lime and in-place or select borrow material uniformly blended, wetted, and thoroughly compacted to produce a pavement course which meets the criteria set forth in the plans and this specification.

1.3.2 Degree of Compaction

Degree of compaction required is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 Method C abbreviated as percent laboratory maximum density.

1.4 JOB DESCRIPTION

The work specified consists of the construction of a lime-stabilized subgrade course. The work shall be performed in accordance with this specification and shall conform to the lines, grades, notes, and typical sections shown in the drawings. Sources of materials shall be selected well in advance of the time when materials will be required in the work.

1.5 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Plant, Equipment, Machines, and Tools; FIO. Mix Design; FIO.

List of proposed equipment to be used in performance of construction work including descriptive data. Mix design at least 7 days before it is to be used.

SD-09 Reports

Sampling and Testing; FIO. Field Density; FIO.

Calibration curves and related test results prior to using the device or equipment being calibrated. Copies of field test results within 24 hours after the tests are performed. Certified copies of test results of materials and sources not less than 30 days before material is required for the work.

SD-18 Records

Waybills and Delivery Tickets; FIO.

Copies of waybills and delivery tickets during the progress of the work. Certified waybills and delivery tickets for all materials actually used.

1.6 STOCKPILING MATERIALS

Select material, including approved material available from excavation and grading, shall be stockpiled in the manner and at the locations designated. Before stockpiling material, storage sites shall be cleared and sloped to drain. Materials obtained from different sources shall be stockpiled separately.

1.7 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.7.1 General Requisites

Plant, equipment, machines, and tools used in the work shall be subject to approval and shall be maintained in satisfactory working condition at all times. Other compacting equipment may be used in lieu of that specified, where it can be demonstrated that the results are equivalent. Protective equipment, apparel, and barriers shall be provided to protect the eyes, respiratory system, and the skin of workers exposed to contact with lime slurry.

1.7.2 Steel-Wheeled Rollers

Steel-wheeled rollers shall be the self-propelled type with a total weight of not less than 9 metric tons, and a minimum weight of 135 kilograms per millimeter width of rear wheel. Wheels of the rollers shall be equipped with adjustable scrapers. The use of vibratory rollers is optional.

1.7.3 Pneumatic-Tired Rollers

Pneumatic-tired rollers shall have 4 or more tires, each loaded to a minimum of 13.6 metric tons and inflated to a minimum pressure of 1.035 MPa. The loading shall be equally distributed to all wheels, and the tires shall be uniformly inflated. Towing equipment shall also be pneumatic-tired.

1.7.4 Mechanical Spreader

Mechanical spreader shall be self-propelled or attached to a propelling unit capable of moving the spreader and material truck. The device shall be steerable and shall have variable speeds forward and reverse. The spreader and propelling unit shall be carried on tracks, rubber tires, or drum-type steel rollers that will not disturb the underlying material. The spreader shall contain a hopper, an adjustable screed, and outboard bumper rolls; and shall be designed to have a uniform, steady flow of material from the hopper. The spreader shall be capable of laying material without segregation across the full width of the lane to a uniform thickness and to a uniform loose density so that when compacted, the layer or layers shall conform to thickness and grade requirements indicated. The Contracting Officer may require a demonstration of the spreader prior to approving use in performance of the work.

1.7.5 Sprinkling Equipment

Sprinkling equipment shall consist of tank trucks, pressure distributors, or other approved equipment designed to apply controlled quantities of water uniformly over variable widths of surface.

1.7.6 Tampers

Tampers shall be of an approved mechanical type, operated by either pneumatic pressure or internal combustion, and shall have sufficient weight and striking power to produce the compaction required.

1.7.7 Straightedge

The Contractor shall furnish and maintain at the site, in good condition, one 3.66 meters straightedge for each bituminous paver, for use in the testing of the finished surface. Straightedge shall be made available for Government use. Straightedges shall be constructed of aluminum or other lightweight metal and shall have blades of box or box-girder cross section with flat bottom reinforced to insure rigidity and accuracy. Straightedges shall have handles to facilitate movement on pavement.

1.8 WEATHER LIMITATIONS

Lime stabilization shall not be performed during freezing temperatures. When the temperature is below 5 degrees C, the lime treated areas shall be protected against freezing by a sufficient covering of straw, or by other approved methods, until the course has dried out. Any areas of completed course that are damaged by freezing, rainfall, or other weather conditions shall be brought to a satisfactory condition without additional cost to the Government. Lime shall not be applied when the atmospheric temperature is less than 5 degrees C. No lime shall be applied to soils that are frozen or contain frost, or when the underlying material is frozen. If the temperature falls below 2 degrees C, completed lime-treated areas shall be protected against any detrimental effects of freezing.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Lime

Lime shall be a standard brand of hydrated lime conforming to the following physical and chemical requirements:

- a. Lime shall be of such gradation that 99-1/2 percent passes a 0.850 mm sieve and a minimum of 85 percent passes a 0.150 mm sieve.
- b. Combined calcium oxide and magnesium oxide shall be not less than 70 percent.

In lieu of lime-stabilized subgrade, the Contractor may use aggregate base course conforming to Texas Department of Transportation Item 247 - Type A.

2.1.2 Material to be Stabilized

Material to be stabilized shall consist of in-place material and approved select material. Select material shall be approved select material, or a combination of in-place material and approved select material. Select material shall be free of deleterious substances such as sticks, debris, organic matter, and stones greater than 75 mm in any dimension. At least 10 percent of the material shall pass the 0.425 mm sieve. Plasticity index shall be greater than 12.

2.1.3 Water

Water shall be clean, fresh, and free from injurious amounts of oil, acid, salt, alkali, organic matter, and other substances deleterious to the lime or soil-lime mixture, and shall be subject to approval.

2.2 MIX DESIGN

The Contractor shall develop and submit for approval a proposed mix design prior to stabilization work. Mix shall be developed using samples of the material to be stabilized. Mix design shall be capable of producing a compressive strength of 1.035 MPa when compacted to the design percent of laboratory maximum density. Samples shall not show any significant loss of strength after 12 cycles of the durability test.

PART 3 EXECUTION

3.1 LIME STABILIZATION MIXTURE

The material to be stabilized shall be thoroughly pulverized. The rate of application of lime for the soil-lime mixture shall be at least 5 percent by dry weight of the soil and the optimum moisture content shall be determined from soil samples. Field moisture content shall be controlled within plus or minus 2 percent of optimum. When the stabilized course is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweeper or power brooms except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire construction period to prevent water from collecting or standing on the area to be stabilized or on pulverized, mixed, or partially mixed material. Line and grade stakes shall be provided as necessary for control. Grade stakes shall be in lines parallel to the centerline of the area under construction and suitably spaced for string lining.

3.2 PREPARATION OF AREA TO BE STABILIZED

The area shall be cleaned of debris. The area will be inspected for adequate compaction and shall be capable of withstanding, without displacement, the compaction specified for the soil-lime mixture. Debris and removed unsatisfactory in-place material shall be disposed of as specified.

3.2.1 In-Place Material to be Stabilized

The entire area shall be graded to conform to the lines, grades, and cross sections shown in the plans prior to being processed. Soft or yielding subgrade areas shall be made stable before construction is begun.

3.2.2 In-Place Material to Receive Stabilized Course

Soft, yielding areas and ruts or other irregularities in the surface shall be corrected. The material in the affected areas shall be loosened and unsatisfactory material removed. Approved select material shall be added where directed. The area shall then be shaped to line, grade, and cross section, and shall be compacted to the specified density. Subgrade shall

conform to Section 02300 EARTHWORK

3.2.3 Quantity of Select Material

Sufficient select material shall be utilized to provide the required thickness of the soil-lime layer after compaction. Where in-place mixing is to be accomplished, the soil shall be graded and shaped to the approximate section and grade shown before lime stabilization is undertaken. Select mataerial shall be obtained from grading and excavation operations and from approved prviate sources.

3.2.4 Grade Control

Underlying material shall be excavated to sufficient depth for the required stabilized-course thickness so that the finished stabilized course with the subsequent surface course will meet the fixed grade. Finished and completed stabilized area shall conform to the lines, grades, cross section, and dimensions indicated.

3.3 INSTALLATION

3.3.1 Mixed In-Place Method

3.3.1.1 Scarifying and Pulverizing of Soil

Prior to application of lime, the soil shall be scarified and pulverized to the depth shown. Scarification shall be controlled so that the layer beneath the layer to be treated is not disturbed. Depth of pulverizing shall not exceed the depth of scarification.

3.3.1.2 Application of Lime

Pulverized material shall be shaped to approximately the cross section indicated. Lime shall be applied so that when uniformly mixed with the soil, the specified lime content is obtained, and a sufficient quantity of lime-treated soil is produced to construct a compacted lime-treated course conforming to the lines, grades, and cross section indicated. Lime shall be applied in a slurry. Distributors shall be used in applying slurry. I No equipment except that used in spreading and mixing shall pass over the freshly applied lime slurry.

3.3.1.3 Initial Mixing

Immediately after the lime has been distributed, the lime and soil shall be mixed. Initial mixing shall be sufficient to alleviate any dusting or wetting of the lime that might occur in the event of wind or rainstorms. This may be accomplished several days in advance of the final application and mixing.

3.3.1.4 Water Application and Moist Mixing

Moisture content of the mixture shall be determined in preparation for final mixing. Moisture in the mixture following final mixing shall not be less than the water content determined to be optimum based on dry weight of

soil and shall not exceed the optimum water content by more than 2 percentage points. Water may be added in increments as large as the equipment will permit; however, such increment of water shall be partially incorporated in the mix to avoid concentration of water near the surface. After the last increment of water has been added, mixing shall be continued until the water is uniformly distributed throughout the full depth of the mixture, including satisfactory moisture distribution along the edges of the section.

3.3.2 Layer Thickness

Compacted thickness of the stabilized course shall be as indicated. No layer shall be more than 200 mm or less than 150 mm in compacted thickness.

3.3.3 Compaction

Before compaction operations are started and as a continuation of the mixing operation, the mixture shall be thoroughly loosened and pulverized to the full depth so that 60 percent of the soil, by dry weight, exclusive of the plus No.4 gravel or stone, will pass a No.4 sieve. Compaction shall be started immediately after mixing is completed. During final compaction, the surface shall be moistened, if necessary, and shaped to the required lines, grades, and cross section. Density of compacted mixture shall be at least 95 percent of laboratory maximum density. Rolling shall begin at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths. At all times, the speed of the roller shall not cause displacement of the mixture to occur. Areas inaccessible to the rollers shall be compacted with mechanical tampers, and shall be shaped and finished by hand methods.

3.3.4 Finishing

The surface of the top layer shall be finished to the grade and cross section shown. The surface shall be of uniform texture. Light blading during rolling may be necessary for the finished surface to conform to the lines, grades, and cross sections. If the surface for any reason becomes rough, corrugated, uneven in texture, or traffic-marked prior to completion, the unsatisfactory portions shall be scarified, reworked, relaid, or replaced as directed. If any portion of the course, when laid, becomes watersoaked for any reason, that portion shall be removed immediately, and the mix placed in a windrow and aerated until a moisture content within the limits specified is obtained; and then spread, shaped, and rolled as specified above.

3.3.5 Curing and Protection

Immediately after the soil-lime area has been finished as specified above, the surface shall be protected against rapid drying for 7 days by the method specified below.

3.3.5.1 Bituminous Material

Bituminous material (MC-30) shall be uniformly applied by means of a bituminous distributor within a temperature range of 29 to 87 degrees C . Bituminous material shall be applied in quantities of not less than 0.45 liters per square meter nor more than 1.13 liters per square meter. Areas inaccessible to or missed by the distributor shall be properly treated using the manually operated hose attachment. Bituminous material shall be applied only to the top layer. At the time the bituminous material is applied, the surface of the area shall be free of loose or foreign matter and shall contain sufficient moisture to prevent excessive penetration of the bituminous material. When necessary, the area shall be sprinkled immediately before the bituminous material is applied. Treated surface shall be sanded to prevent the bituminous material from being picked up by traffic.

3.3.6 Test Section

Prior to construction, the Contractor shall place a test section using natural material from the site to verify that the material is capable of activating the lime to meet the requirements of the specifications. This test section will be used to verify the material and equipment to be provided for the project. The test section shall not be performed as part of the project.

3.4 SAMPLING AND TESTING

3.4.1 General Requirements

Sampling and testing shall be performed by an approved commercial testing laboratory or by facilities furnished by the Contractor. Work requiring testing will not be permitted until the facilities have been inspected and approved. The first inspection will be at the expense of the Government. Cost incurred for any subsequent inspection required because of failure of the facilities to pass the first inspection will be charged to the Contractor. Tests shall be performed in sufficient numbers and at the locations and times directed to ensure that materials and compaction meet specified requirements. All testing technicians shall be NICET Level I - Soils Certified. Certified copies of the test results shall be furnished to the Contracting Officer.

3.4.2 Results

Results shall verify that the material complies with the specification. When the source of materials is changed or deficiencies are found, the initial analysis shall be repeated and the material already placed shall be retested to determine the extent of unacceptable material. All in-place unacceptable material shall be replaced.

3.4.3 Sampling

All aggregate samples for laboratory testing shall be taken in accordance with ASTM D 75. Samples of lime shall be taken in accordance with ASTM C 50.

3.4.4 Sieve Analysis

Before starting work, one sample of material to be stabilized shall be tested in accordance with ASTM C 136 and ASTM D 422 on sieves conforming to ASTM E 11. After the initial test, a minimum of one analysis shall be performed for each 1000 metric tons of material placed, with a minimum of three analyses for each day's run until the course is completed.

3.4.4.1 Gradation Test of Loosened and Pulverized Soil-Lime Mixture Before Compaction

Not less than three tests per eight-hour shift.

3.4.5 Liquid Limit and Plasticity Index

One liquid limit and plasticity index shall be performed for each sieve analysis. Liquid limit and plasticity index shall be in accordance with ASTM D 4318.

3.4.6 Chemical Analysis

Lime shall be tested for the specified chemical requirements in accordance with ASTM C 25. Three tests shall be conducted for each delivery of lime.

3.5 FIELD QUALITY CONTROL

Tests shall provide a moisture-density relationship for the lime-soil mixture. Results of field quality control testing shall verify that materials comply with this specification. When a material source is changed, the new material shall be tested for compliance. When deficiencies are found, the initial analysis shall be repeated and the material already placed shall be retested to determine the extent of unacceptable material. All in-place unacceptable material shall be replaced or repaired, as directed by the Contracting Officer, at no additional cost to the Government.

3.5.1 Thickness Control

Completed thicknesses of the stabilized course shall be within 13 mm of the thickness indicated. Where the measured thickness of the stabilized course is more than 13 mm deficient, such areas shall be corrected by scarifying, adding mixture of proper gradation, reblading, and recompacting as directed. Where the measured thickness of the stabilized course is more than 13 mm thicker than indicated, it shall be considered as conforming to the specified thickness requirement. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 6 mm of the thickness indicated. Thickness of the stabilized course shall be measured at intervals which ensure one measurement for each 400 square meters of stabilized course. Measurements shall be made in 75 mm diameter test holes penetrating the stabilized course.

3.5.2 Field Density

Field in-place density shall be determined in accordance with ASTM D 1556, ASTM D 2167, or ASTM D 2922. When ASTM D 2922 is used, the calibration

curves shall be checked, and adjusted if necessary, using the sand cone method as described in paragraph Calibration of the ASTM publication. At least one field density test shall be performed for each 250 square meters of each layer of base material.

3.5.3 Smoothness Test

The surface of a stabilized layer shall show no deviations in excess of 10 mm when tested with the 3.66meter straightedge. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting, as directed. Measurements for deviation from grade and cross section shown shall be taken in successive positions parallel to the road centerline with a 3.66 meter straightedge. Measurements shall also be taken perpendicular to the road centerline at 15 meter intervals.

3.6 TRAFFIC

Completed portions of the lime-treated soil area may be opened immediately to light traffic provided the curing is not impaired. After the curing period has elapsed, completed areas may be opened to all traffic, provided the stabilized course has hardened sufficiently to prevent marring or distorting of the surface by equipment or traffic. Heavy equipment shall not be permitted on the area during the curing period. Lime and water may be hauled over the completed area with pneumatic-tired equipment if approved. Finished portions of lime-stabilized soil that are traveled on by equipment used in constructing an adjoining section shall be protected in a manner to prevent equipment from marring or damaging completed work.

3.7 MAINTENANCE

Stabilized area shall be maintained in a satisfactory condition until the completed work is accepted. Maintenance shall include immediate repairs of any defects and shall be repeated as often as necessary to keep the area intact. Defects shall be corrected as specified herein.

3.8 DISPOSAL OF UNSATISFACTORY MATERIALS

Removed in-place materials that are unsuitable for stabilization, material that is removed for the required correction of defective areas, waste material, and debris shall be disposed of as directed.

-- End of Section --

SECTION 02933

ESTABLISHMENT OF TURF 09/2000 AMENDMENT 0003

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

COMMERCIAL ITEM DESCRIPTIONS (CID)

CID A-A-1909

(Basic; Notice 1) Fertilizer

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. Six copies each of the following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES and prior to commencement of planting operations:

SD-07 Schedules

Turfing Equipment List; FIO.

Prior to planting operations, the Contractor shall furnish for approval, notification of the types of equipment, including descriptive data, he/she proposes to use in turfing operations such as preparation of ground surface, smoothing, fertilizing, seeding, mulching, sod-cutting, compacting, mowing, and watering.

SD-09 Reports

Fertilizer; FIO.

Seed ; FIO.

Test reports of samples of fertilizer and seed shall be signed and certified by the testing laboratory. Testing laboratories used by the Contractor shall be approved by the Contracting Officer.

SD-13 Certificates

Fertilizer; FIO.

Bulk deliveries of fertilizer shall be accompanied by a certificate indicating net pounds furnished, chemical analysis, name, trade name, and warranty of the supplier of the fertilizer.

Seed; FIO.

ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0029

The Contracting Officer shall be furnished signed copies of certificates from the seed vendor, certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified. This certification shall be obtained from the vendor and shall be furnished on or with all copies of seed invoices.

SD-18 Records

Signed, certified copies of the following reports shall be submitted.

Fertilizer Invoices; FIO.

Invoices obtained from the vendor shall indicate quantities and grade of each fertilizer furnished.

Seed Invoices; FIO.

Invoices shall be obtained from the vendor.

Official Seed Analysis or Official Seed Tags; FIO.

Obtained from the vendor. The official seed analysis or the official seed tags shall be furnished with all copies of the seed invoices.

Notification of Sources; GA.

The Contractor shall notify the Contracting Officer for approval, in writing, the sources from which the following materials will be furnished:

Mulch

Soil for repairs

Water

1.3 INSPECTION AND TESTS

1.3.1 Fertilizer

Samples of each lot of fertilizer shall be tested by the Contractor upon request of the Contracting Officer. Sampling and testing shall be in accordance with the AOAC Official Methods of Analysis, at the discretion of Contracting Officer. The empty fertilizer bags shall be retained, and upon completion of the project, a final check of total quantities of fertilizer used will be made against the total area treated. If minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed as directed.

1.3.2 Seed

Each lot of seed may be sampled and tested, in accordance with latest USDA Rules and Regulations under the Federal Seed Act, at the discretion of the Contracting Officer. Such sampling and testing shall be made by or under the supervision of the Government. If these tests reveal the seed to be below the specified pure live seed content, the Contractor shall be required to plant additional seed to compensate for the deficiency at no additional cost to the Government. The seed test will be conducted by the State Seed Laboratory. Allowance will be made for the actual pure live

seed content of seed in determining the actual planting rate.

1.3.3 Mulch

Not less than five days prior to commencement of mulching operations the Contracting Officer shall be notified of sources from which mulch materials are available and the quantities thereof. Representative samples of the material proposed for use shall be submitted for approval. A weight certificate signed by a public weigher shall be furnished for each load of mulch used on the site. The weight certificates shall be furnished prior to applying the mulch. The mulch material shall be unloaded and stacked in an orderly manner.

1.3.4 Soil for Repairs

Not less than five days prior to the commencement of repair work, the Contracting Officer shall be notified of the source from which soil for repairs is to be furnished. The material will be inspected to determine whether the selected soil meets the requirements. The soil shall be subject to approval prior to use.

1.4 PAYMENT

No payment or partial payment will be made for work covered by this section of the specifications until all portions of this section, including maintenance of turfing work, are adequately performed and accepted, as determined by the Contracting Officer.

1.5 DELIVERY AND STORAGE

1.5.1 Delivery

1.5.1.1 Fertilizer

Fertilizer shall be delivered to the site in original, unopened bags or other convenient containers, each fully labeled, conforming to the applicable State fertilizer laws, and bearing the name, trade name or trademark, and warranty of the producer. In lieu of bags or containers, fertilizer may be furnished in bulk. Bulk deliveries shall be accompanied by a certificate conforming to PART 1 paragraph SUBMITTALS, SD-13 Certificates.

1.5.1.2 Seed

Seed shall be furnished in sealed, standard containers unless written exception is granted.

1.5.2 Storage

1.5.2.1 Storage Area

Materials shall be stored in areas designated by the Contracting Officer.

1.5.2.2 Seed and Fertilizer

Seed and fertilizer shall be stored in dry locations away from contaminants.

1.5.2.3 (AM#0003) Not Used

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Fertilizer for Fertilizing

Fertilizer shall be commercial grade, free flowing, uniform in composition and conforming to CID A-A-1909. Granular Fertilizer: Consists of nitrogen-phosphorus-potassium ratio: 15 percent nitrogen, 5 percent phosphorus, and 10 percent potassium..

2.1.2 Fertilizer for Refertilizing

Fertilizer for refertilizing shall be as specified in paragraph Fertilizer for Fertilizing.

2.2 Seed

Seed labeled in accordance with USDA Rules and Regulations under the Federal Seed Act shall be furnished. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable. The seed shall be free of field bindweed, hedgeweed, and nutgrass seed. Seed shall not contain other noxious weed seed in excess of the limits allowable under the Federal Seed Act and applicable State seed laws. Seed labeled as mixture or pasture mixture will not be acceptable. Each seed container shall bear the date of the last germination which date shall be within a period of 6 months prior to commencement of planting operations.

2.2.1 Seed Mixture

(AM#0003)Seed with the following percentage by weight of pure live seed in each lot shall be furnished. Weed seed shall not exceed one percent.

	K	ilograms/Hectare	
Kind of	of Pure	Hulled or	
Common Name	Scientific Name	Live Seed	Unhulled
Buffalo Grass 'Topgun'	Buchloe dactyloides	45.0 kg	Unhulled,
	'Topgun'		Treated
Sideoats Grama 'Haskell'	Bouteloua curtipendul	a 17.0 kg	Unhulled
	'Haskell'		
Common Bermuda	Cynodon dactylon	23.0 kg	Hulled
Giant Bermuda	Cynodon dactylon	17.0 kg	Hulled

2.3 Water

Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source approved prior to use.

2.4 Mulch

Acceptable mulch shall be baled, bright, native prairie hay, such as broomsedge bluestem, little bluestem, big bluestem, switchgrass, and indiangrass, or hay of other grasses and sedges having the equivalent in leafiness, structure and fibre strength. Bermudagrass hay, cereal grain straw (such as oat and wheat), and forage sorghums, including johnsongrass, will not be acceptable. Hay material which has passed through a seed harvesting combine or a thresher will not be acceptable. A minimum of 50 percent of weight of the herbage making up the material shall be 250 mm in length or longer. Mulch material which contains an excessive quantity of mature seed of noxious weeds or other species, including crops which would be detrimental to the grasses planted on the mulched areas or provide a menace to surrounding farm lands, will not be acceptable. Discolored, weathered, brittle hay or any hay harvested during the dormant season will not be acceptable.

2.5 Soil For Repairs

(AM#0003)The soil used in the repair work shall be of at least equal quality to that which exists in areas adjacent to the area to be repaired. Soil shall be used that is free from tree roots, stones <u>larger than 50 mm</u>, and other materials that hinder grading, planting, and maintenance operations and that is free from noxious and other objectionable weed seeds and toxic substances. Soil for repairs shall be obtained from stockpiles.

2.6 Topsoil

(AM#0003)Natural, friable clay loam topsoil, characteristic of representative soils in the vicinity that produce heavy growths of crops, grass, or other vegetation shall be furnished. Topsoil shall be free from tree roots, stones Larger than 50 mm, and other materials that hinder grading, planting, and maintenance operations, and free from noxious and other objectionable weed seeds and toxic substances. All topsoil shall be obtained from stockpiles.

2.7 (AM#0003) SURFACE EROSION CONTROL MATERIAL

2.7.1 Surface Erosion Control Blanket

Blanket shall be machine produced mat of wood excelsior formed from a web of interlocking wood fibers; covered on one side with either knitted straw blanket-like mat construction; covered with biodegradable plastic mesh; or interwoven biodegradable thread, plastic netting, or twisted kraft paper cord netting.

2.7.2 Surface Erosion Control Fabric

Fabric shall be knitted construction of polypropylene yarn with uniform mesh openings 19 to 25 mm square with strips of biodegradable paper.

Filler paper strips shall have a minimum life of 6 months.

PART 3 EXECUTION

3.1 GENERAL

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The turfing work shall be accomplished only when satisfactory results can be expected during periods indicated in PART 3 paragraph PLANTING SEASON. When conditions such as drought, excessive moisture, high winds, or other factors prevail to such an extent that satisfactory results are not likely to be obtained, the Contracting Officer may, at his own discretion, stop any phase of the work. The work shall be resumed only when, in the opinion of the Contracting Officer, the desired results are likely to be obtained. All turfing operations shall be conducted across the slope. Establishment of turf shall be accomplished on all unpaved, graded, and disturbed areas that are the result of the Contractor's operations and as specified herein. Hydromulching will not be accepted.

3.2 PLANTING SEASON

The planting season for turfing work shall be from 1 April to 1 June; planting shall be accomplished during the first planting season, or portion thereof (but not less than 15 days), following substantial completion of building construction.

3.3 REPAIR WORK

Repair work shall be done on the slopes of areas where gullies have occurred, as required by the Contracting Officer. The entire fill in gullies shall be compacted by the tractor wheels as the soil is placed and spread. Repairs shall be accomplished on slopes damaged prior to or during accomplishment of turfing work. The damaged slopes shall be repaired to re-establish the condition and grade of the soil prior to the damage as directed by the Contracting Officer. Repair work shall be done to the extent and at the locations directed by the Contracting Officer. Repair work shall be done before fertilizing operations are begun. Reseeding shall be accomplished on previously seeded areas after repairs are completed.

3.4 SMOOTHING

Smoothing shall be done on areas to receive turfing as directed by the Contracting Officer. Smoothing shall be done on gullied areas, where grades cannot be restored and gullies filled by the specified tillage operations. Smoothing shall be done, where required, to facilitate seeding operations. Smoothing shall be done with a bulldozer, maintainer or other approved blade equipment.

3.5 APPLICATION OF FERTILIZER

Fertilizer shall not be applied more than 24 hours in advance of tilling operations. The fertilizer distributor box shall be equipped with baffle plates to prevent downward movement of fertilizer when operating on the slope. Fertilizer shall be distributed with a fertilizer distributor (Ezee Flow) or approved equal at the rate of 340 kg per hectare.

3.5.1 Refertilizing

The planted areas shall be refertilized 5 weeks after commencement of maintenance operations, with refertilizing completed not later than 3 days after commencement. Fertilizer shall be applied at the rate 340 kg per hectare using a fertilizer distributor (Ezee Flow or approved equal). Fertilizer shall be applied when the vegetation is dry. The refertilized

areas shall be watered as specified for MAINTENANCE OF TURFING WORK within 24 hours following refertilizing operations.

3.6 PREPARATION OF GROUND SURFACE

Equipment, in good condition, shall be provided for the proper preparation of the ground. Equipment shall be subject to approval before work is started.

3.6.1 Clearing

(AM#0003)Prior to grading and tilling, vegetation that may interfere with operations shall be mowed, grubbed, and raked. The collected material shall be removed from the site. The surface shall be cleared of stumps, and stones larger than 50 mm in diameter, and roots, cable, wire, and other materials that might hinder the work or subsequent maintenance shall also be removed.

3.6.2 Grading

Previously established grades shall be maintained on the areas to be treated in a true and even condition, and necessary repairs shall be made to previously graded areas. All surfaces shall be left in a smooth condition to prevent formation of depressions. Areas having inadequate drainage as indicated by the ponding of water near foundations, walks, driveways, or on other areas shall be filled or graded to drain as directed by the Contracting Officer. Ruts, deep tracks, dead furrows, and ridges shall be eliminated and the necessary replanting accomplished prior to acceptance of the completed work. Replanting shall be at the same rate and same manner as specified for the original planting. The finished grade shall be such that after the various turfing operations, the planted grade will be one inch below the adjacent surfaced grade of walks, drives, and curbs.

3.6.3 Tillage

After the areas have been brought to the grades shown, tillage shall be accomplished in such manner as to destroy existing vegetation and to prepare an acceptable seed bed. The Contractor shall utilize tractors with adequate horsepower and heavy duty tillage equipment in accomplishing the specified tillage operations. All areas shall be tilled with a heavy duty disk type breaking plow or chisel type breaking plow, followed by disking with a disk harrow, and smoothing with a weighted spike tooth harrow, railroad irons, or bridge timber float drag. When a chisel plow is used the chisels shall be set not to exceed 250 mm apart, and the areas shall be cross or double tilled. Lawn areas shall be left smooth for lawn purposes and other areas shall be left smooth for ease of mowing. Depth of tillage shall be 100 mm.

3.6.4 (AM#0003)Surface Erosion Control Material

Where indicated or as directed, surface erosion control material shall be installed in accordance with manufacturer's intructions. Placement of the material shall be accomplished without damange to installed material or without deviation to finished grade.

3.7 PLANTING SEED

The Contractor shall conduct seeding equipment calibration tests in the presence of the Contracting Officer as a means of determining the equipment setting to plant the seed at the specified rates. If unplanted skips and areas are noted after germination and growth of the grass, the Contractor shall be required to seed the unplanted areas with the grass or grasses that were to have been planted at no additional cost to the Government. Seed boxes shall be kept at least half full during seeding operations to insure even distribution of seed over all the areas seeded. Seeding equipment operating on slopes shall be anchored, as required, to prevent downward movement of the equipment and formation of ridges and ruts.

3.7.1 Seeding

The equipment to be used and the methods of planting shall be subject to the inspection and approval of the Contracting Officer prior to commencement of planting operations. The seed shall be planted at the rates indicated in paragraph SEED MIXTURE using a Brillion seeder or approved equal. Depth of planting the seed shall be 13 mm . The seed shall be planted after tilling.

3.8 PROTECTION

The seeded areas shall be protected against traffic or other use by erecting barricades immediately after seeding is completed and by placing warning signs of a type approved by the Contracting Officer on the various areas. Such protective devices shall be maintained until completion of all work under this contract.

3.9 MULCHING AREAS

3.9.1 Applying Mulch

(AM#0003)During periods when establishment of turf is not contractually approved, all unpaved, graded, and disturbed portions of the site where construction activity temporarily ceases for at least 21 days shall be stabilized with hay mulch no later than 14 days from the last construction activity in that area. Mulch shall be spread uniformly in a continuous blanket, using 6.8 metric tons per hectare. Mulch shall be spread by hand or by an approved blower-type mulch spreader. Blower-type mulch spreaders shall be adjusted and operated in such manner to prevent excessive breakage of the mulch material. If this cannot be accomplished, the mulch shall be spread by hand. Care shall be exercised to insure that all wire from baled hay is collected as it is removed from the bale and then removed from the site. Mulching shall be started at the windward side of relatively flat areas, or at the upper part of a steep slope, and continued uniformly until the area is covered. The mulch shall not be bunched.

3.9.1.1 Mulching Prior to Planting

(AM#0003)During periods when turfing not approved in PART 3 paragraph PLANTING SEASON, hay mulch shall be applied at the rate of $\underline{6.8}$ metric tons per hectare following tilling. Hay mulch will then be anchored.

3.9.1.2 Mulching After Planting

Hay mulch shall be applied to seeded areas after tilling, fertilizing,

tilling, and seeding during period when seeding is approved in PART 3 paragraph PLANTING SEASON.

3.9.2 Anchoring Mulch

Within 4 hours following spreading, the mulch shall be anchored in the soil to a depth of 50 mm to 76 mm. An approved machine equal to a disk harrow with cupped disks removed and replaced with straight rolling coulters spaced not more than eight inches apart and having edges approximately 3 mm wide shall be used to anchor the mulch. The machine shall be weighted and operated in such manner to secure the hay firmly in the ground to form a soil-binding mulch and prevent loss or bunching of the hay by wind. The mulch anchoring machine shall be as manufactured by the Finn Equipment Co. of Cincinnati, Ohio, or approved equal. The mulch machine shall be anchored as required to prevent downward movement of the equipment and the formation of ridges and ruts. Suitable anchoring equipment shall be on hand and ready for use prior to applying the mulch. The coulters shall be at least 250 mm in diameter. The number of passes needed, not to exceed 3, will be determined by the Contracting Officer.

3.9.3 Maintenance of Mulched Areas

Mulch shall be maintained until all work or designated portions thereof have been completed and accepted. Maintenance shall consist of providing protection against traffic by erecting barricades and placing warning signs as specified in PART 3 paragraph PLANTING SEED. Any damage shall be repaired, and mulch material that has been removed by wind or other causes shall be replaced and secured.

3.10 WATERING AREAS

3.10.1 Initial Watering

(AM#0003)Water shall be applied to the turfed areas. Such watering shall be within 12 hours after commencement of turfed operations on each portion of an area to be planted. If the soil is extremely dry prior to planting, watering of the areas 48 to 72 hours in advance of planting may be required if deemed necessary by the Contracting Officer. Water shall be applied to the planted areas at a rate sufficient to insure thorough wetting of the soil to a depth of 100 mm over the entire planted area. Watering operations shall be discontinued during and following effective rains and resumed as directed by the Contracting Officer. Watering operations shall be properly supervised to prevent run-off of water. The Contractor shall supply all watering equipment. The Contractor shall have adequate equipment available for watering operations prior to commencement of planting operations. The Contractor shall repair areas damaged by watering operations at no cost to the Government. All water shall be kept free from oil, acids, alkali, salts, and other substances harmful to the growth of grass.

3.10.2 Rewatering

(AM#0003) Rewaterings shall be required as necessary to maintain a healthy, viable stand of grass. Rewatering shall be at the same rate and applied in the same manner as specified for the initial watering. Rewaterings shall be completed prior to the end of the maintenance period.

3.11 MAINTENANCE OF TURFING WORK

3.11.1 General

(AM#0003) The Contractor shall maintain all planted areas during the planting period and for an additional period of not less than 90 calendar days following completion of planting operations or replanting operations, if required. Maintenance shall consist of watering, replanting, mowing, maintaining existing grades, and repair of erosion damage.

3.11.2 Stand

A stand shall be defined as the planted area achieving a uniform live grass coverage having a density where the total bare spots do not exceed 2 percent of the total turfed area, bare spots are not larger than 150 mm square, and the grass is of a height sufficient to be capable of being mowed as specified in the mowing requirements contained in this contract.

3.11.3 Replanting

(AM#0003) Common Bermuda seed should germinate within at least 14 days from planting. If, after that 14-day period a successful germination of a potential stand of grass is not present, the area shall be reseeded prior to the end of the planting season, or within the next 7 days after the 14-day germination period if after the plant season as specified in PART 3 paragraph PLANTING SEASON.

3.11.4 Maintenance of Grades and Repair of Erosion Damage

It shall be the responsibility of the Contractor to maintain the original grades of the planted turf areas after commencement of planting operations and during the specified maintenance period. Any damage to the finished surface from Contractor's operations shall be promptly repaired. In the event erosion occurs from either watering operations or from rainfall, such damage shall be repaired within 10 days from the date of the noted damage. Ruts, ridges, tracks, and other surface irregularities shall be corrected and replanted where required prior to acceptance.

3.11.5 Mowing

(AM#0003)Mowings shall be accomplished when the soil is dry. Turfed areas shall be moved to a height of 75 mm to 100 mm when vegetation reaches a height of 175 mm. The clippings shall be left evenly distributed over all the moved areas. Mowing shall be conducted in such a manner as not to cause damage to slopes. Mowing shall be completed prior to the end of the maintenance period.

3.11.6 (AM#0003) Not Used

3.12 (AM#0003) Not Used

-- End of Section --

SECTION 10880

VEHICLE SCALE AMENDMENT NO. 0003

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC 8329	(Jul 1986) Specification for Structural
	Joints Using A8TM A 325 or ASTM A 490 Bolts

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 159	(1983) Automotive Gray Iron Castings
ASTM A 325	(1988; Rev a) High-Strength Bolts for Structural Steel Joints
ASTM A 490	(1988; Rev a) Heat-Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength
ASTM A 668	(1985; Rev a) Steel Forgings, Carbon and Alloy, for General Industriall Use
ASTM B 438	(1983; Rev a) Sintered Bronze Bearings (Oil-Impregnated)
ASTM B 438	(1983) Iron-Base Sintered Bearings (Oil-Impregnated)
ASTM B 612	(1983) Iron-Bronze Sintered Bearings (Oil-Impregnated)

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST H44 (1993 Edition) Class I, II, II Weighing Devices

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (1988) Structural Welding Code-Steel

NATIONAL ELECTRICAL NANUPACTURERS ASSOCIATION (NEMA)

NEMA ICS 2 (1983; Incl Rev 1 thru 5) Industrial Control Devices, Controllers and Assemblies

NEMA ICS 6 (1988) Enclosures for Industrial Controls

and Systems

NEMA MG 1 (1987; Rev 1) Motors and Generators

NATIONAL FIRE PROTECTION ASSOCIATION (NPPA)

NPPA 70 (1987; Errata; Ist Am 1987-1 thru Int Am

1987-6) National Electrical Code

UNDERWRITERS LABORATORIES, INC (UL)

UL 489 (Sap 15, 1986, 7th Ed; Rev thru Apr 13,

1988) Molded-Case Circuit Breakers and

Circuit-Breaker Enclosures

1.2 GENERAL REQUIREMENTS

1.2.1 Standard Products

Materials and equipment shall be standard products of manufacturers regularly engaged in the fabrication of scales and shall essentially duplicate items which have been in satisfactory use for at least 2 years prior to bid opening. It is not the intent of the specification to prevent or limit qualified scale manufacturers from submitting a bid utilizing their standard product and design detail, even though it may differ from the specification as written.

1.2.2 Nameplates

Each major component of equipment shall have the manufacturer's name, address, type or style, model or catalog number, and serial number on a plate secured to the equipment.

1.2.3 Verification of Dimensions

The Contractor shall verify all dimensions in the field and shall advise the Contracting Officer of any discrepancy before performing any work.

1.2.4 Welding

Welding shall be in accordance with qualified procedures using AWS D14.1 as modified herein. All welding shall be performed indoors and the surface of parts to be welded shall be free from rust, scale, paint, grease or other foreign matter. Minimum preheat and interpass temperatures shall conform to the requirements of AWS D1.1. Welding shall be performed in accordance with written procedures which specify the Contractor's standard dimensional tolerances. Such tolerances shall not exceed those specified in accordance with AWS D1.1. Welding of frames and beams shall conform with AWS D1.1. Welders, welting operators and welding procedures shall be qualified or prequalified in accordance with AWS D1.1 in lieu of AWS D14.1.

1.3 DESIGN CRITERIA

The scales shall be designed to operate in the spaces and match the access dimensions and clearances indicated.

1.3.1 Classification

The scales shall be designed and constructed to requirements for operation in nonhazardous environment and NIST H44, Class III for capacities indicated.

1.3.2 Rated Capacity

The use and rated capacity of the scale shall be as follows.

TYPE	PPROXIMATE SIZE	CAPACITY
VEHICLE SCALE	4.57 M x 21.641	M 113,400 kg

1.3.3 Capacity Plates

Two capacity plates shall be provided, one for each side of the scale. Each plate shall be lettered to indicate the total rated weighing capacity of the scale. All lettering shall be 76 mm in height.

1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Detail Drawings; FIO

Detail drawings shall consist of a complete list of equipment and materials, including manufacturer's descriptive and technical literature, performance charts and curves, catalog cuts, and installation instructions. Detail drawings shall also contain complete wiring and schematic diagrams; and any other details required to demonstrate that the system has been coordinated and will Properly function as a unit. Drawings shall show proposed layout and anchorage of equipment and appurtenance", and equipment relationship to other parts of the work including clearances for maintenance and operation.

SD-09 Reports

Test Reports; FIO

Upon completion and testing of the installed system, test reports shall be submitted in booklet form showing all field tests performed to adjust each component and all field tests performed to prove compliance with the specified performance criteria. The report shall include the information as required by paragraph "ACCEPTANCE TESTING".

SD-19 Operation and Maintenance Manuals

Operation and Maintenance Manuals; GA

Six copies of operation and six copies of maintenance manuals are required for the equipment furnished. one complete set shall be furnished prior to performance testing and the remainder shall be furnished upon acceptance. Manuals shall be approved prior to the field training course. Operating annuals shall detail the step-by-step procedures required for system startup, operation, and shutdown. Operating manuals shall include the manufacturer's name, model number, parts list, and brief description of all equipment and their basic operating features. Maintenance manuals shall list routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guides. Maintenance manuals shall include piping and equipment layout and simplified wiring and control diagrams of the system as installed.

Posted Instructions; FIO

Framed instructions under glass or in laminated plastic, including wiring, electrical and control diagrams showing the complete layout of the entire system shall be posted where directed. Proposed diagrams, instructions, and other sheets shall be submitted prior to posting. The framed instructions shall be posted before acceptance testing of the systems.

SD-18 Records

Scale Test Details; FIO

Scale test data shall be recorded on appropriate test record forms suitable for retention for the life of the scale.

SD-01 Spare parts Data

Spare Parts Data; FIO

After approval of the detail drawings and not later than 2 months prior to the date of beneficial occupancy, the Contractor shall furnish spare parts data for each different item of material and equipment specified. The data shall include a complete list of parts and supplies, with current unit prices and source of supply.

1.5 DELIVERY AND STORAGE

Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants.

PART 2 PRODUCTS

- 2.1 CONCRETE PLATFORM VEHICLE SCALE
- 2.1.1 General Provisions
- 2.1.1.1 Installation

Furnish and install one concrete platform vehicle scale and associated

electronic controls.

2.1.1.2 Weighing Surface

The scale shall have a clear and unobstructed weighing surface of not less than 21.64 meters long and 4.57 meters wide.

2.1.1.3 Weighing Platform

The scale shall be designed to perform as a single weighing platform and shall be of flat top design. Side rails are not acceptable.

2.1.1.4 Weighing Capacity

The scale shall have a gross weighing capacity of 113.4 metric ton.

2.1.1.5 Calibration

The scale shall be calibrated to 113,398 kg by 22.68 kg increments.

2.1.1.6 Construction

The junction boxes, load cells, load cell mounting hardware, cover bolts, and fasteners shall be constructed of stainless steel. The cables shall be stainless steel sheathed.

2.1.1.7 Conformance

The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44 (NIST H-44).

2.1.1.8 Design and Manufacture

The design and manufacture of the scale weigh bridge, load cells, digital instrument, printer, and associated accessories shall be of one manufacturer as to maximize compatibility and availability of components or shall use only H-44 and NTEP certified components.

2.1.1.9 Spare Parts and Prices

The manufacturer shall provide with the bid proposal a listing of major spare parts and their prices including (but not limited to) replacement load cells, digital instrument, printer, junction box circuit boards, and associated parts.

2.1.1.10 Capability

The scale shall be able to weigh axle type vehicles, track type vehicles (i.e. tanks), and treaded tire type vehicles. The scale shall be designed to weigh military vehicles weighing up to 113.4 metric tons. See Attachment 1 for axle loadings for the multi-axle heavy equipment transporter which has a maximum axle loading of 14,288.2 kg (31,500 lbs). The attachment is in English units. Axle loadings are indicated in kips (1000 lb increments).

2.1.2 Scale Foundation Requirements

The foundation shall meet all local requirements and the minimum specifications as stated in this section.

2.1.2.1 Soil Bearing

The minimum soil bearing required shall be 86 kilopascals.

2.1.2.2 Length and Width

The foundation shall extend the full length and width of the scale platform.

2.1.2.3 Clearance

The foundation shall provide a minimum of 76~mm of clearance to the weigh bridge.

2.1.2.4 Height

Elevation of the scale platform shall be as shown on the site Grading Plan.

2.1.2.5 Concrete Construction

The foundation shall be poured and constructed of concrete with a minimum strength of 20.7 megapascals at a 28-day cure with 5 to 7 percent air entrainment.

2.1.2.6 Reinforcement

The foundation shall be reinforced in all load bearing areas.

2.1.2.7 Drainage

If a pit type scale is constructed, the foundation pit shall be constructed to provide positive drainage away from the center of the pit to a 150mm schedule 80 pvc drain at a minimum slope of 0.75%. The termination of the line shall be protected from entry by rodents by use of a slotted cap. This drain line shall terminate off the pavement east of the scale and shall be coordinated with other site conflicts and utilities by the Contractor.

2.1.2.8 Approach

The approach on each end and the sides of the scale pit foundation shall adjoin the new concrete pavement as shown on Sheets C-172 and C-175 of the drawings.

2.1.3 Weigh bridge Specifications

2.1.3.1 Accessibility

The weigh bridge shall be designed to allow access to the junction boxes, load cell cables, base plates, and all foundation anchor bolts from the top of the scale platform.

2.1.3.2 Mounting Assemblies

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The weigh bridge and load cell mounting assemblies shall be designed to allow installation or replacement of a load cell with only an additional 25.4 mm of clearance required between the top of the foundation and the bottom of the weigh bridge on pitless installations.

2.1.3.3 Connections

There shall be no bolted connections between the load cell and weigh bridge assemblies.

2.1.4 Surface Preparation and Finish

2.1.4.1 Exterior Surface

All exterior surfaces of the scale shall have one coat of primer and two coats of epoxy finish, providing a total Dry Film Thickness of 0.1524~mm - 0.2032~mm (6 - 8 mils).

2.1.5 Load Cell Specifications

2.1.5.1 Capacity

Each load cell shall have a minimum capacity of 22,679.6 kg.

2.1.5.2 Conformance

Load cells shall be certified by NTEP and meet the specifications as set forth by NIST H-44 for Class IIIL devices. A Certificate of Conformance to these standards shall be provided by the manufacturer upon request. Load cells shall be $45,360~\rm kg$ capable of being safely loaded 50% over their working capacity.

2.1.5.3 Warranty

The load cell shall have a minimum two year warranty against defects in materials and workmanship. The warranty shall cover all costs associated with replacement parts and on-site labor.

2.1.6 Scale Instrument

2.1.6.1 Conformance

The scale instrument shall be NTEP approved and meet or exceed the specifications set forth by NIST H-44 for Class II, III, and IIIL Devices. A Certificate of Conformance to these standards shall be provided by the manufacturer upon request.

2.1.6.2 Instrument Housing

The scale instrument shall be housed in a stainless steel enclosure which is suitable for desk top mounting in the scale house building shown on the drawings. The instrument housing shall be metal and have a NEMA 4X environmental rating.

2.1.6.3 Performance

The scale instrument shall be capable of performing calibration, span,

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zero, and shift adjustment through software calculations that require no in scale adjustment.

2.1.6.4 Prompting

The scale instrument shall prompt the start-up personnel through all phases of set-up, calibration, and testing.

2.1.6.5 Digital Averaging

The scale instrument shall be capable of digitally averaging the weight information sent from the load cells and updating the instrument's weight display approximately 15 times per second.

2.1.6.6 Receiving Digital Information

The scale instrument shall only receive digital information from the load cell assemblies.

2.1.6.7 Identification and Weight Reading

The scale instrument shall be capable of assigning each load cell with its own unique identification number and shall be capable of displaying the weight reading of each individual load cell through the instrument without disconnecting any of the load cells from the system.

2.1.6.8 Weight Switching

The scale instrument shall have gross/net weight switching.

2.1.6.9 Calibration

The scale instrument shall be capable of being programmed and calibrated in pounds or kilograms.

2.1.6.10 Transaction Counter

The scale instrument shall have a transaction counter to automatically assign sequence numbers to transactions.

2.1.6.11 Output

The scale instrument shall output the following information:

- a. Gross, Tare, and Net Weights
- b. Time and Date
- c. Transaction Counter Number
- d. Vehicle Nomenclature 16 character (alpha numeric)
- e. Special Notes 16 character (alpha numeric)
- f. Unit Number 5 character (alpha numeric)
- g. Bumper Number 5 character (alpha numeric)
- h. Vehicle Length
- I. Center of Gravity

Instrument shall have a port to export data to electronic media (88.9mm diskette) or to a modem in ASCII Format utilizing optional or provided

FHFTT

accessories. Device shall be compatible with major brands of peripheral equipment.

2.1.6.12 Sign Corrected Net Weighing

The scale instrument shall be capable of being programmed for sign corrected net weighing so that all net weights are positive.

2.1.6.13 Keyboard Operations

The scale instrument shall have the following keyboard operations along with an alpha numeric keyboard:

- a. 0-9 Numeric Keys
- b. Zero
- c. Clear
- d. Tare
- e. Gross/Net
- f. LB/KG
- g. I.D.
- h. Memory
- I. Function
- j. Enter
- k. Print

2.1.6.14 Motion

Tare, Zero, and Print functions shall be inhibited while the weight display is changing. Motion detection shall be selectable for +/- 0.5 pecent, +/- 1.0 pecent, +/- 2.0 pecent or +/- 3.0 pecent increments.

2.1.6.15 UL/CSA Listed

The scale instrument shall be UL/CSA listed.

2.1.7 Printer Specifications

2.1.7.1 Printer Housing

The printer shall be housed in a suitable enclosure for desk top mounting.

2.1.7.2 Printing Capability

The printer shall be capable of printing all information sent from the scale instrument including:

- a. Gross, Tare, and Net Weights
- b. Time and Date
- c. Transaction Counter Number
- d. Vehicle Nomenclature 16 character (alpha numeric)
- e. Special Notes 16 character (alpha numeric)
- f. Unit Number 5 character (alpha numeric)
- g. Bumper Number 5 character (alpha numeric)
- h. Vehicle Length
- I. Center of Gravity

The printer shall be capable of printing the contents of the two weight

accumulators in the scale instrument.

2.1.7.3 Susceptibility

The printer shall meet SMA susceptibility tests for electro-magnetic radio frequency interference.

2.1.7.4 Compliance

All materials, components, and electrical design shall comply with UL and CSA standards and requirements.

2.1.8 Junction Boxes and Cables

2.1.8.1 Construction

All junction boxes shall be NEMA 4X rated and constructed of stainless steel.

2.1.8.2 Inspection/Maintenance

Junction boxes shall be accessible for inspection and maintenance from the top of the scale platform.

2.1.8.3 Cables

Load cell and scale platform to scale instrument cables shall be stainless steel sheathed for environmental and rodent protection.

2.1.9 Lightning Protection Specifications

A comprehensive lightning protection system shall be provided with the scale.

2.1.10 Warranty Requirements

2.1.10.1 Defects

All construction work and materials are warranted against defects in material or workmanship for a period of one year from the date of completion of all work. Bidder shall promptly correct any such defect appearing within the warranty period.

2.1.10.2 Scale Assembly

The scale manufacturer shall warrant the scale assembly including all load cells, scale instrument, printer, junction boxes, cables, and accessories for a period of twenty-four months from the date of installation from failures due to a defect in manufacturing, workmanship, lightning, or surge voltages.

2.1.10.3 Replacement Parts and Labor

The manufacturer shall bear the charges and expenses associated with replacement parts, equipment, on-site labor, and any associated freight or handling expenses incurred in the repair or replacement of the scale assembly due to failed or damaged items under warranty.

2.1.10.4 Extended Warranty

At any time during the twenty-four month warranty period, the scale's owner/operator shall have the option of extending this warranty coverage for up to a total of five years.

2.1.10.5 Regular Maintenance/Calibration Service

The manufacturer and/or its local representative shall present a program of regular maintenance and calibration service including the associated inspection costs. Inspection shall occur at a minimum of once every six months and shall comply with the guidelines set forth by the manufacturer, local regulations, and NIST H-44.

PART 3 EXECUTION

3.1 ACCEPTANCE TESTING

3.1.1 Scale Acceptance Test

The Contractor shall provide all personnel necessary to conduct the tests including but not limited to scale operators. Test weights shall be Government furnished. The Contractor shall receive and deliver from a site not more than 10 miles distance. Testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 7 days prior to testing operations.

3.1.1.1 Test Sequence

The scales shall be tested according to the applicable paragraphs of this procedure in the sequence provided.

3.1.1.2 Test Data

Operating and startup current measurements shall be recorded for electrical equipment using appropriate instrumentation. Measurements shall be recorded as required by the facility evaluation tests (normally at 100 percent load). Recorded values shall be compared with design specifications or manufacturer's recommended values; abnormal differences shall be justified in the remarks or appropriate adjustments performed.

3.1.1.3 Equipment Monitoring

During the load test, improper operation or poor condition of safety devices, electrical components, mechanical equipment, and structural assemblies shall be monitored. Observed defects critical to continued testing shall be reported immediately to the Contracting Officer and testing shall be suspended until the deficiency is corrected. During and immediately following each load test, the following inspections shall be made:

a. Inspect for evidence of bending, warping, permanent deformation, cracking or malfunction of structural components.

- b. Inspect for evidence of slippage in fittings.
- c. Check electrical components for proper operation.

3.1.2 Load Test

3.1.2.1 Scale

Unless otherwise indicated, the following tests shall be performed using a test load of 90 percent of rated load.

a. Scale Static Load Test: Weighing components shall be tested. The load shall be held for 10 minutes. The first holding brake shall be reapplied and the second holding brake released. The load shall be held for 10 minutes. The test shall be repeated 10 times and weight accuracy noted.

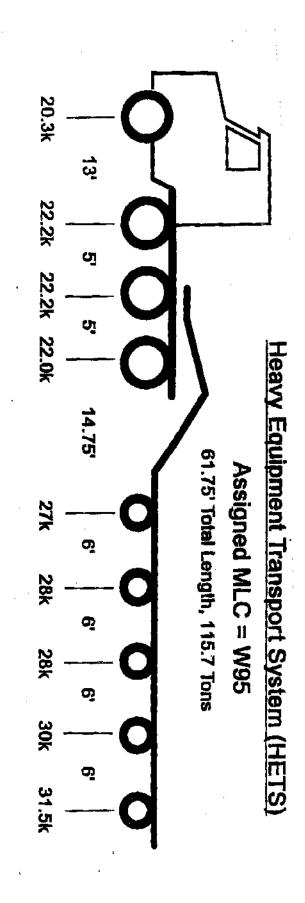
3.2 MANUFACTURER'S SERVICES

Services of a manufacturer's representative who is experienced in the installation, adjustment, erection and operation of the equipment specified shall be provided. The representative shall supervise the installation, adjustment, and testing of the equipment.

3.3 FIELD TRAINING

A field training course shall be provided for designated operating staff members. Training shall be provided for a total period of 4 hours of normal working time and shall start after the system is functionally complete but prior to final acceptance tests. Field training shall cover all of the items contained in the operating and maintenance instructions. The Contracting Officer shall be given at least 2 weeks' advance notice of such training.

-- End of Section --



SECTION 13100

LIGHTNING PROTECTION SYSTEM 09/98

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C135.30 (1988) Zinc-Coated Ferrous Ground Rods for Overhead or Underground Line Construction

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1996; Errata 96-4) National Electrical

Code

NFPA 780 (1997) Installation of Lightning

Protection Systems

UNDERWRITERS LABORATORIES (UL)

UL 96 (1994; Rev thru Dec 1996) Lightning

Protection Components

UL 96A (1994) Installation Requirements for

Lightning Protection Systems

UL 467 (1993; Rev thru Aug 1996) Grounding and

Bonding Equipment

UL Elec Const Dir (1997) Electrical Construction Materials

Directory

1.2 GENERAL REQUIREMENTS

1.2.1 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing the work. No departures shall be made without the prior approval of the Contracting Officer.

1.2.2 System Requirements

The system furnished under this specification shall consist of the standard

products of a manufacturer regularly engaged in the production of lightning protection systems and shall be the manufacturer's latest UL approved design. The lightning protection system shall conform to NFPA 70 and NFPA 780, UL 96 and UL 96A, except where requirements in excess thereof are specified herein.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Lightning Protection System; GA.

Detail drawings consisting of a complete list of material, including manufacturer's descriptive and technical literature, catalog cuts, drawings, and installation instructions. Detail drawings shall demonstrate that the system has been coordinated and will function as a unit. Drawings shall show proposed layout and mounting and relationship to other parts of the work.

SD-13 Certificates

Materials and Equipment; FIO.

Where material or equipment is specified to comply with requirements of UL, proof of such compliance. The label of or listing in UL Elec Const Dir will be acceptable evidence. In lieu of the label or listing, a written certificate from an approved nationally recognized testing organization equipped to perform such services, stating that the items have been tested and conform to the requirements and testing methods of Underwriters Laboratories may be submitted.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 General Requirements

No combination of materials shall be used that form an electrolytic couple of such nature that corrosion is accelerated in the presence of moisture unless moisture is permanently excluded from the junction of such metals. Where unusual conditions exist which would cause corrosion of conductors, conductors with protective coatings or oversize conductors shall be used. Where a mechanical hazard is involved, the conductor size shall be increased to compensate for the hazard or the conductors shall be protected by covering them with molding or tubing made of wood or nonmagnetic material. When metallic conduit or tubing is used, the conductor shall be electrically connected at the upper and lower ends.

2.1.2 Main and Secondary Conductors

Conductors shall be in accordance with NFPA 780 and UL 96 for Class I, Class II, or Class II modified materials as applicable.

2.1.2.1 Copper

Copper conductors used on nonmetallic stacks shall weigh not less than 170 kg per 300 m (375 pounds per thousand feet), and the size of any wire in the cable shall be not less than No. 15 AWG. The thickness of any web or ribbon used on stacks shall be not less than No. 12 AWG. Counterpoise shall be copper conductors size as indicated on the drawings.

2.1.3 Air Terminals

Terminals shall be in accordance with UL 96 and NFPA 780. The tip of air terminals on poles shall be extended a minimum of 600 mm above the top of the pole.

2.1.4 Ground Rods

Rods made of copper-clad steel shall conform to UL 467 and galvanized ferrous rods shall conform to ANSI C135.30. Ground rods shall be not less than 19.1 mm in diameter and 3.048 m in length.

2.1.5 Connectors

Clamp-type connectors for splicing conductors shall conform to UL 96, class as applicable, and, Class 2, style and size as required for the installation. All connections below grade, shall be done by exothermic welds.

2.1.6 Lightning Protection Components

Lightning protection components, such as bonding plates, air terminal supports, chimney bands, clips, and fasteners shall conform to UL 96, classes as applicable.

PART 3 EXECUTION

3.1 INTEGRAL SYSTEM

3.1.1 General Requirements

The lightning protection system shall consist of air terminals, down conductors, ground connections, and grounds, electrically interconnected to form the shortest distance to ground. All conductors on the structures shall be exposed except where conductors are in protective sleeves exposed on the outside walls.

3.1.1.1 Air Terminals

Air terminal design and support shall be in accordance with NFPA 780. Terminals shall be rigidly connected to, and made electrically continuous with, roof conductors by means of pressure connectors or crimped joints of

T-shaped malleable metal and connected to the air terminal by a dowel or threaded fitting. Air terminals at the ends of the structure shall be set 600 mm from the top of the pole. Spacing of air terminals shall be as shown on the drawings.

3.1.1.2 Down Conductors

Down conductors shall be electrically continuous from air terminals to grounding electrodes. Down conductors shall be protected by placing in schedule 80 pvc conduit from 1800 mm above finished grade level to 450 mm below grade level..

3.1.1.3 Ground Connections

Ground connections comprising continuations of down conductors from the structure to the grounding electrode shall securely connect the down conductor and ground in a manner to ensure electrical continuity between the two. All connections shall be of the clamp type. There shall be a ground connection for each down conductor. Ground connections shall be protected from mechanical injury. In making ground connections, advantage shall be taken of all permanently moist places where practicable, although such places shall be avoided if the area is wet with waste water that contains chemical substances, especially those corrosive to metal.

3.1.1.4 Grounding Electrodes

A grounding electrode shall be provided for each down conductor located as shown. A driven ground shall extend into the earth for a distance of not less than 3.0 meters. Ground rods shall be set not less than 900 mm, nor more than 2.5 m, from the structures foundation. The complete installation shall have a total resistance to ground of not more than 100hms if a counterpoise is not used. Ground rods shall be tested individually prior to connection to the system and the system as a whole shall be tested not less than 48 hours after rainfall. When the resistance of the complete installation exceeds the specified value or two ground rods individually exceed10 ohms, the Contracting Officer shall be notified immediately.

3.2 SEPARATELY MOUNTED SHIELDING SYSTEM, MAST-TYPE

The mast-type protection shall consist of a pole, which, when of a nonconducting material, shall be provided with an air terminal mounted to the top, extending not less than 600 mm nor more than 1.5 m above the top of the pole and a down conductor run down the side of the pole and connected to the ground rod. When a ground rod is necessary, the rod shall be driven approximately 1.8 m from the base of the pole. When the combined measured resistance to ground of the pole and ground rod exceeds 10 ohms, the Contracting Officer shall be notified immediately. The grounding system at the base of the pole shall be interconnected with any grounding system provided for the protected structure.

3.3 INSPECTION

The lightning protection system will be inspected by the Contracting Officer to determine conformance with the requirements of this

specification. No part of the system shall be concealed until so authorized by the Contracting Officer.

-- End of Section --

SECTION 15653

AIR-CONDITIONING SYSTEM (UNITARY TYPE)

09/93Amendment 3

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

ARI 210/240	(1989) Unitary Air-Conditioning and Air-Source Heat Pump Equipment
ARI 270	(1984) Sound Rating of Outdoor Unitary Equipment
ARI 310/380	(1993) Packaged Terminal Air-Conditioners
ARI 320	(1993) Water-Source Heat Pumps
ARI 325	(1993) Ground Water-Source Heat Pumps
ARI 340/360	(1993) Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment
ARI 350	(1986) Sound Rating of Non-Ducted Indoor Air-Conditioning Equipment
ARI 370	(1986) Sound Rating of Large Outdoor Refrigerating and Air-Conditioning Equipment
ARI 370 ARI 410	Refrigerating and Air-Conditioning
	Refrigerating and Air-Conditioning Equipment (1991) Forced-Circulation Air-Cooling and
ARI 410	Refrigerating and Air-Conditioning Equipment (1991) Forced-Circulation Air-Cooling and Air-Heating Coils (1994) Remote Mechanical-Draft Air-Cooled
ARI 410 ARI 460	Refrigerating and Air-Conditioning Equipment (1991) Forced-Circulation Air-Cooling and Air-Heating Coils (1994) Remote Mechanical-Draft Air-Cooled Refrigerant Condensers (1989) Remote Mechanical-Draft Evaporative
ARI 410 ARI 460 ARI 490	Refrigerating and Air-Conditioning Equipment (1991) Forced-Circulation Air-Cooling and Air-Heating Coils (1994) Remote Mechanical-Draft Air-Cooled Refrigerant Condensers (1989) Remote Mechanical-Draft Evaporative Refrigerant Condensers

ARI 720	(1988) Refrigerant Access Valves and Hose Connectors
ARI 750	(1987) Thermostatic Refrigerant Expansion Valves
ARI 760	(1987) Solenoid Valves for Use with Volatile Refrigerants
AIR DIFFUSION COUNCIL (ADC)
ADC 1062:GRD	(1984) Test Codes for Grilles, Registers and Diffusers
AIR MOVEMENT AND CONTRO	L ASSOCIATION (AMCA)
AMCA 500	(1989) Test Methods for Louvers, Dampers and Shutters
AMERICAN NATIONAL STAND	ARDS INSTITUTE (ANSI)
ANSI A13.1	(1981; R 1993) Scheme for the Identification of Piping Systems
ANSI S1.13	(1971; R 1986) Methods for the Measurement of Sound Pressure Levels
AMERICAN SOCIETY FOR TE	STING AND MATERIALS (ASTM)
ASTM A 47	(1990) Ferritic Malleable Iron Castings
ASTM A 48	(1994a) Gray Iron Castings
ASTM A 53	(1995a) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
ASTM A 106	(1994) Seamless Carbon Steel Pipe for High-Temperature Service
ASTM A 123	(1989a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	(1996) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 181	(1995b) Forgings, Carbon Steel, for General-Purpose Piping
ASTM A 183	(1983; R 1990) Carbon Steel Track Bolts and Nuts
ASTM A 193	(1996) Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service
ASTM A 234	(1996) Piping Fittings of Wrought Carbon

	Steel and Alloy Steel for Moderate and Elevated Temperatures
ASTM A 307	(1994) Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength
ASTM A 334	(1991) Seamless and Welded Carbon and Alloy-Steel Tubes for Low-Temperature Service
ASTM A 536	(1984; R 1993) Ductile Iron Castings
ASTM A 653	(1995) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 733	(1993) Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples
ASTM B 32	(1995b) Solder Metal
ASTM B 62	(1993) Composition Bronze or Ounce Metal Castings
ASTM B 75	(1993) Seamless Copper Tube
ASTM B 88	(1993a) Seamless Copper Water Tube
ASTM B 117	(1994) Operating Salt Spray (Fog) Testing Apparatus
ASTM B 280	(1993a) Seamless Copper Tube for Air Conditioning and Refrigeration Field Service
ASTM B 650	(1995) Electrodeposited Engineering Chromium Coatings of Ferrous Substrates
ASTM C 67	(1994) Sampling and Testing Brick and Structural Clay Tile
ASTM C 534	(1994) Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form
ASTM C 916	(1985; R 1990) Adhesives for Duct Thermal Insulation
ASTM C 1071	(1991) Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material)
ASTM D 520	(1984; R 1989) Zinc Dust Pigment
ASTM D 596	(1991) Reporting Results of Analysis of Water
ASTM D 1384	(1994) Corrosion Test for Engine Coolants

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ASTM D 1784	(1992) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D 2000	(1995) Rubber Products in Automotive Applications
ASTM D 3308	(1991a) PTFE Resin Skived Tape
ASTM E 84	(1994) Surface Burning Characteristics of Building Materials
ASTM E 437	(1992) Industrial Wire Cloth and Screens (Square Opening Series)
ASTM F 104	(1993) Nonmetallic Gasket Materials
ASTM F 872	(1984; R 1990) Filter Units, Air Conditioning: Viscous-Impingement Type, Cleanable
	ATING, REFRIGERATING AND AIR-CONDITIONING RS (ASHRAE)
ASHRAE 15	(1994) Safety Code for Mechanical Refrigeration
ASHRAE 34	(1994) Number Designation and Safety Classification of Refrigerants
ASHRAE 52.1	(1992) Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter
ASHRAE 64	(1989) Methods of Testing Remote Mechanical-Draft Evaporative Refrigerant Condensers
ASHRAE 127	(1988) Method of Testing for Rating Computer and Data Processing Room Unitary Air-Conditioners
AMERICAN SOCIETY OF ME	CHANICAL ENGINEERS (ASME)
ASME B1.20.1	(1983; R 1992) Pipe Threads, General

ASME B1.20.1	(1983; R 1992) Pipe Threads, General Purpose (Inch)
ASME B16.5	(1988; Errata Oct 88; B16.5a) Pipe Flanges and Flanged Fittings
ASME B16.9	(1993) Factory-Made Wrought Steel Buttwelding Fittings
ASME B16.11	(1991) Forged Fittings, Socket-Welding and

Threaded

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ASME B16.21	(1992) Nonmetallic Flat Gaskets for Pipe Flanges	
ASME B16.22	(1989) Wrought Copper and Copper Alloy Solder Joint Pressure Fittings	
ASME B16.26	(1988) Cast Copper Alloy Fittings for Flared Copper Tubes	
ASME B16.39	(1986; R 1994) Malleable Iron Threaded Pipe Unions Classes 150, 250, and 300	
ASME B31.1	(1992; B31.1a; B31.1b; B31.1c) Power Piping	
ASME B31.5	(1992; B31.5a) Refrigeration Piping	
ASME B40.1	(1991) Gauges - Pressure Indicating Dial Type - Elastic Element	
ASME BPV VIII Div 1	(1995; Addenda Dec 1995) Boiler and Pressure Vessel Code; Section VIII, Pressure Vessels Division 1 - Basic Coverage	
ASME BPV IX	(1995; Addenda Dec 1995) Boiler and Pressure Vessel Code; Section IX, Welding and Brazing Qualifications	
ASME PTC 23	(1986; Addenda 1992, R 1992) Atmosperic Water Cooling Equipment	
AMERICAN WATER WORKS ASSOCIATION (AWWA)		
AWWA C606	(1987) Grooved and Shouldered Joints	
AMERICAN WELDING SOCIETY (AWS)		
AWS-01	(1991) Brazing Handbook	
AWS A5.8	(1992) Filler Metals for Brazing and Braze Welding	
AWS D1.1	(1994) Structural Welding Code - Steel	
ASSOCIATION OF HOME APP	LIANCE MANUFACTURERS (AHAM)	
AHAM-01	(1994) Directory of Certified Room Air Conditioners	

CALIFORNIA REDWOOD ASSOCIATION (CRA)

CRA-01 (1992) Standard Specifications for Grades of California Redwood Lumber

EXPANSION JOINT MANUFACTURERS ASSOCIATION (EJMA)

EJMA-01 (1993) EJMA Standards

HYDRAULIC INSTITUTE (HI)

HI-01 (1983) Standards for Centrifugal, Rotary and Reciprocating Pumps

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-25	(1993) Standard Marking System for Valves, Fittings, Flanges and Unions
MSS SP-58	(1993) Pipe Hangers and Supports - Materials, Design and Manufacture
MSS SP-67	(1990) Butterfly Valves
MSS SP-69	(1991) Pipe Hangers and Supports - Selection and Application
MSS SP-70	(1990) Cast Iron Gate Valves, Flanged and Threaded Ends
MSS SP-71	(1990) Cast Iron Swing Check Valves, Flanges and Threaded Ends
MSS SP-72	(1992) Ball Valves with Flanged or Butt-Welding Ends
MSS SP-78	(1987; R 1992) Cast Iron Plug Valves, Flanged and Threaded Ends
MSS SP-80	(1987) Bronze Gate, Globe, Angle and Check Valves
MSS SP-85	(1994) Cast Iron Globe & Angle Valves, Flanged and Threaded Ends
MSS SP-110	(1992) Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

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NEMA 250	(1991) Enclosures for Electrical Equipment (1000 Volts Maximum)
NEMA ICS 6	(1993) Enclosures for Industrial Control and Systems
NEMA MG 1	(1993; Rev 1-1993) Motors and Generators
NEMA MG 2	(1989; Rev 1) Safety Standard for

ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0029

Construction and Guide for Selection, Installation, and Use of Electric Motors and Generators

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

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NFPA 54	(1992) National Fuel Gas Code
NFPA 70	(1996) National Electrical Code
NFPA 90A	(1993) Installation of Air Conditioning and Ventilating Systems
NFPA 214	(1992) Water-Cooling Towers
NFPA 255	(1990) Method of Test of Surface Burning Characteristics of Building Materials
NORTH AMERICAN INSULATI	ON MANUFACTURERS ASSOCIATION (NAIMA)
NAIMA-01	(1993) Fibrous Glass Duct Construction Standards
SHEET METAL AND AIR CON ASSOCIATION	DITIONING CONTRACTORS NATIONAL (SMACNA)
SMACNA-05	(1992) Fire, Smoke and Radiation Damper Installation Guide for HVAC Systems
SMACNA-06	(1995) HVAC Duct Construction Standards - Metal and Flexible
SMACNA-10	(1985) HVAC Air Duct Leakage Test Manual
UNDERWRITERS LABORATORI	ES (UL)
UL-01	(1996; Supple) Building Materials Directory
UL-03	(1996) Electrical Construction Materials Directory
UL-05	(1996; Supple) Fire Resistance Directory
UL 181	(1996; Rev Oct 1996) Factory-Made Air Ducts and Air Connectors
UL 207	(1993; Rev thru Mar 1995) Refrigerant-Containing Components and Accessories, Nonelectrical
UL 214	(1993) Tests for Flame-Propagation of Fabrics and Films
UL 484	(1993; Rev thru Aug 1996) Room Air

Conditioners

UL 555	(1995) Fire Dampers
UL 586	(1990; Rev Apr 1995) High Efficiency, Particulate, Air Filter Units
UL 723	(1996) Test for Surface Burning Characteristics of Building Materials
UL 900	(1994) Test Performance of Air Filter Units
UL 1995	(1995) Heating and Cooling Equipment

WESTERN WOOD PRODUCTS ASSOCIATION (WWPA)

WWPA-01 (1995; Supple Nos. 1, 2, and 3) Western Lumber Grading Rules 95

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Air-Conditioning/Heat Pump System; FIO.

Manufacturer's standard catalog data, prior to the purchase or installation of a particular component, shall be highlighted to show brand name, model number, size, options, performance charts and curves, etc. in sufficient detail to demonstrate compliance with contract requirements. Data shall be submitted for each specified component. Data shall include manufacturer's recommended installation instructions and procedures. If vibration isolation is specified for a unit, vibration isolator literature shall be included containing catalog cuts and certification that the isolation characteristics of the isolators provided meet the manufacturer's recommendations.

Spare Parts Data; FIO.

Spare parts data for each different item of equipment specified, after approval of detail drawings and not later than two months prior to the date of beneficial occupancy. The data shall include a complete list of parts and supplies, with current unit prices and source of supply, a recommended spare parts list for 1 year of operation, and a list of the parts recommended by the manufacturer to be replaced on a routine basis.

SD-04 Drawings

Air-Conditioning/Heat Pump System; GA.

Drawings shall provide adequate detail to demonstrate compliance with contract requirements. Drawings shall consist of:

(1) Equipment layouts which identify assembly and installation

details.

- (2) Piping and duct layouts which identify valves, dampers, diffusers and fittings.
- (3) Plans and elevations which identify clearances required for maintenance and operation.
- (4) Wiring diagrams which identify each component individually and interconnected or interlocked relationships between components.
- (5) Foundation drawings, bolt-setting information, and foundation bolts prior to concrete foundation construction for equipment indicated or required to have concrete foundations.
- (6) Details, if piping and equipment are to be supported other than as indicated, which include loadings and type of frames, brackets, stanchions, or other supports.
- (7) Automatic temperature control diagrams and control sequences.
- (8) Installation details which includes the amount of factory set superheat and corresponding refrigerant pressure/temperature.

SD-06 Instructions

Framed Instructions; FIO.

Framed instructions for posting, at least 2 weeks prior to construction completion.

SD-07 Schedules

Tests; FIO.

A letter, at least 10 working days in advance of each tests, advising the Contracting Officer of the test. Individual letters shall be submitted for the condenser water system, refrigerant system, ductwork leak tests, condenser water quality tests, and the system performance tests. Each letter shall identify the date, time, and location for each test.

Demonstrations; GA.

A letter, at least 14 working days prior to the date of the proposed training course, which identifies the date, time, and location for the training.

SD-08 Statements

Qualifications; GA.

A letter listing the qualifying procedures for each welder. The letter shall include supporting data such as test procedures used, what was tested etc., and a list of the names of qualified welders and their identification symbols.

Verification of Dimensions; FIO.

A letter, at least 2 weeks prior to beginning construction, including the date the site was visited, conformation of existing conditions, and any

SD-09 Reports

discrepancies found.

Tests; GA.

Six copies of each test containing the information described below in bound 216 by 279 mm (8-1/2 by 11 inch) booklets. Individual reports shall be submitted for system performance tests.

- (1) The date the tests were performed.
- (2) A list of equipment used, with calibration certifications.
- (3) Initial test summaries.
- (4) Repairs/adjustments performed.
- (5) Final test results.

System Performance Tests; GA.

Six copies of the report shall be provided in bound 216 by 279 mm (8-1/2 by 11 inch) booklets. The report shall document compliance with the specified performance criteria upon completion and testing of the system. The report shall indicate the number of days covered by the tests and any conclusions as to the adequacy of the system. The report shall also include the following information and shall be taken at least three different times at outside dry-bulb temperatures that are at least 3 degrees C apart:

- (1) Date and outside weather conditions.
- (2) The load on the system based on the following:
 - (a) The refrigerant used in the system.
 - (b) Condensing temperature and pressure.
 - (c) Suction temperature and pressure.
 - (d) Ambient, condensing and coolant temperatures
 - (e) Running current, voltage and proper phase sequence for each phase of all motors.
- (3) The actual on-site setting of operating and safety controls.
- (4) Thermostatic expansion valve superheat value as determined by field test
- (5) Subcooling
- (6) High and low refrigerant temperature switch set-points
- (7) Low oil pressure switch set-point

- (8) Moisture content
- (9) Capacity control set-points
- (10) Field data and adjustments which affect unit performance and energy consumption.
- (11) Field adjustments and settings which were not permanently marked as an integral part of a device.

Inspections; FIO.

Test report, at the completion of one year of service, in bound 216 by 279 mm (8-1/2 by 11 inch) booklets. The report shall identify the condition of the condenser. The report shall also include a comparison of the condition of the condenser with the manufacturer's recommended operating conditions.

SD-13 Certificates

Air-Conditioning/Heat Pump System; FIO.

Where the system, components, or equipment are specified to comply with requirements of ARI, ASHRAE, ASME, or UL, proof of such compliance shall be provided. The label or listing of the specified agency shall be acceptable evidence. In lieu of the label or listing, a written certificate from an approved, nationally recognized testing organization equipped to perform such services, stating that the items have been tested and conform to the requirements and testing methods of the specified agency may be submitted. When performance requirements of this project's drawings and specifications vary from standard ARI rating conditions, computer printouts, catalog, or other application data certified by ARI or a nationally recognized laboratory as described above shall be included. If ARI does not have a current certification program that encompasses such application data, the manufacturer may self certify that his application data complies with project performance requirements in accordance with the specified test standards.

Service Organizations; FIO.

A certified list of qualified permanent service organizations for support of the equipment which includes their addresses and qualifications. The service organizations shall be reasonably convenient to the equipment installation and be able to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

SD-19 Operation and Maintenance Manuals

Operation Manual; FIO.

Six complete copies of an operation manual in bound 216 by 279 mm (8-1/2 by 11 inch) booklets listing step-by-step procedures required for system startup, operation, and shutdown. The booklets shall include the manufacturer's name, model number, and parts list. The manuals shall include the manufacturer's name, model number, service manual, and a brief description of all equipment and their basic operating features.

Maintenance Manual; FIO.

Six complete copies of maintenance manual in bound 216 by 279 mm (8-1/2) by 11 inch) booklets listing routine maintenance procedures, possible breakdowns and repairs, and a trouble shooting guide. The manuals shall include piping and equipment layouts and simplified wiring and control diagrams of the system as installed.

1.3 QUALIFICATIONS

Piping shall be welded in accordance with the qualified procedures using performance qualified welders and welding operators. Procedures and welders shall be qualified in accordance with ASME BPV IX. Welding procedures qualified by others, and welders and welding operators qualified by another employer may be accepted as permitted by ASME B31.1. The Contracting Officer shall be notified 24 hours in advance of tests and the tests shall be performed at the work site if practical. The welder or welding operator shall apply his assigned symbol near each weld he makes as a permanent record. Structural members shall be welded in accordance with Section 05055 WELDING, STRUCTURAL.

1.4 DELIVERY, STORAGE, AND HANDLING

Stored items shall be protected from the weather and contamination. Proper protection and care of all material before, during, and after installation shall be the Contractor's responsibility. Any materials found to be damaged shall be replaced at the Contractor's expense. During installation, piping and similar openings shall be capped to keep out dirt and other foreign matter.

1.5 PROJECT/SITE CONDITIONS

1.5.1 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify dimensions in the field, and advise the Contracting Officer of any discrepancy before performing any work.

1.5.2 Drawings

Because of the small scale of the drawings, it is not possible to indicate all offsets, fittings, and accessories that may be required. The Contractor shall carefully investigate the plumbing, fire protection, electrical, structural and finish conditions that would affect the work to be performed and arrange such work accordingly, furnishing required offsets, fittings, and accessories to meet such conditions. Equipment, ductwork, and piping arrangements shall fit into space allotted and allow adequate acceptable clearances for installation, replacement, entry, servicing, and maintenance.

PART 2 PRODUCTS

2.1 STANDARD PRODUCTS

Materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacturing of such products, which are of a similar material, design and workmanship. The standard products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2 year use shall include applications of equipment and materials under similar circumstances and of similar size. The 2 years experience shall be satisfactorily completed by a product which has been sold or is offered for sale on the commercial market through advertisements, manufacturer's catalogs, or brochures. Products having less than a 2 year field service record shall be acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufacturer's factory tests, can be shown. Products shall be supported by a service organization. System components shall be environmentally suitable for the indicated locations.

2.2 NAMEPLATES

Major equipment including compressors, condensers, receivers, heat exchanges, fans, cooling towers, pumps and motors shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a plate secured to the item of equipment. Plates shall be durable and legible throughout equipment life and made of anodized aluminum. Plates shall be fixed in prominent locations with nonferrous screws or bolts.

2.3 ELECTRICAL WORK

Electrical equipment, motors, motor efficiencies, and wiring shall be in accordance with Section 16415 ELECTRICAL WORK, INTERIOR. Electrical motor driven equipment specified shall be provided complete with motors, motor starters, and controls. Electrical characteristics shall be as shown, and unless otherwise indicated, all motors of 746 kW (1 hp) and above with open, dripproof, totally enclosed, or explosion proof fan cooled enclosures, shall be high efficiency type. Field wiring shall be in accordance with manufacturer's instructions. Each motor shall conform to NEMA MG 1 and NEMA MG 2 and be of sufficient size to drive the equipment at the specified capacity without exceeding the nameplate rating of the motor. Motors shall be continuous duty with the enclosure specified. Motor starters shall be provided complete with thermal overload protection and other appurtenances necessary for the motor control indicated. Motors shall be furnished with a magnetic across-the-line or reduced voltage type starter as required by the manufacturer. Motor duty requirements shall allow for maximum frequency start-stop operation and minimum encountered interval between start and stop. Motors shall be sized for the applicable loads. Motor torque shall be capable of accelerating the connected load within 20 seconds with 80 percent of the rated voltage maintained at motor terminals during one starting period. Motor bearings shall be fitted with grease supply fittings and grease relief to outside of enclosure. Manual or automatic control and protective or signal devices required for the operation specified and any control wiring required for controls and devices specified, but not shown, shall be provided.

2.4 MISCELLANEOUS MATERIALS

2.4.1 Gaskets

Gaskets shall conform to ASTM F 104 - classification for compressed sheet with nitrile binder and acrylic fibers for maximum 370 degrees C (700 degrees F) service.

2.4.2 Bolts and Nuts

Bolts and nuts, except as required for piping applications, shall be in accordance with ASTM A 307. The bolt head shall be marked to identify the manufacturer and the standard with which the bolt complies in accordance with ASTM A 307.

2.4.3 Pipe Hangers, Inserts, and Supports

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69.

2.4.4 Escutcheons

Escutcheons shall be chromium-plated iron or chromium-plated brass, either one piece or split pattern, held in place by internal spring tension or set screws.

2.4.5 Pressure and Vacuum Gauge

Gauge shall conform to ASME B40.1, Class 1, 2, or 3, Style X, Type I or III as required, 115 mm (4-1/2 inches) in diameter with phenolic or metal case. Each gauge range shall be selected so that at normal operating pressure, the needle is within the middle-third of the range.

2.4.6 Temperature Gauges

Industrial duty thermometers shall be provided for the required temperature range. Thermometers shall have Celsius scale in 1 degree graduations scale on a white face. The pointer shall be adjustable.

2.4.6.1 Stem Cased-Glass

Stem cased-glass case shall be polished stainless steel or cast aluminum, 229 mm (9 inches) long, with clear acrylic lens, and non-mercury filled glass tube.

Amendment 32.4.6.2 Liquid-, Solid-, and Vapor-Filled Dial

Liquid-, solid-, and vapor-filled dial type cases shall be not less than 89 mm (3-1/2 inches), stainless steel or cast aluminum with clear acrylic lens. Fill shall be nonmercury, suitable for encountered cross-ambients, and connecting capillary tubing shall be double-braided bronze.

2.4.6.3 Thermal Well

Thermal well shall be identical size, 15 or 20 mm (1/2 or 3/4 inch) NPT connection, brass or stainless steel. Where test wells are indicated, provide captive plug-fitted type 15 mm (1/2 inch) NPT connection suitable for use with either engraved stem or standard separable socket thermometer or thermostat. Extended neck thermal wells shall be of sufficient length to clear insulation thickness by 25 mm.

2.4.7 Unicellular Plastic Foam

Unicellular plastic foam shall be in accordance with ASTM C 534, Form T, except that D-Factor shall not exceed 0.28 at 24 degrees C (75 degrees F) mean temperature.

2.4.8 Bird Screen

Screen shall be in accordance with ASTM E 437, Type 1, Class 1, 2 by 2 mesh, 1.6 mm (0.063 inch) diameter aluminum wire or 0.79 mm (0.031 inch) diameter stainless steel wire.

2.5 UNITARY EQUIPMENT, ROOM UNIT

Amendment 32.5.1 Packaged Terminal Unit

Unit shall be a through-the-wall mounted, heavy-duty commercial grade, factory assembled and precharged heat pump unit. Unit shall be in accordance with ARI 310/380 and UL 1995. Units shall be removable from inside the building for servicing without removing the outside cabinet. Unit shall have a noise rating in accordance with ARI 350 and not exceed 8 _____ bels while the entire unit is operating at any fan or compressor speed. Heat pump units shall contain a reversing valve to change unit to heating cycle. An outdoor coil temperature sensor shall be provided to guard against coil freeze-up by either switching to supplemental heat only, or by cycling the compressor to defrost the coil.

2.5.2 Compressor

Compressor shall be hermetically sealed reciprocating, rotary, or scroll type. Compressor shall be fitted with permanent split capacitor motor, overload protection, and vibration isolators. Compressor shall be protected against high discharge pressure, loss of charge, low voltage, and short cycling.

2.5.3 Air-To-Refrigerant Coils

Evaporator and condenser coils shall have copper or aluminum tubes of 10 mm (3/8 inch) minimum diameter with copper or aluminum fins that are mechanically bonded or soldered to the tubes. Coils shall be protected with a minimum 0.076 mm thick phenolic or vinyl coating. Casing shall be galvanized steel or aluminum. Contact of dissimilar metals shall be avoided. Coils shall be tested in accordance with ASHRAE 15 at the factory and be suitable for the working pressure of the installed system. Each coil shall be dehydrated and sealed after testing and prior to evaluation and charging. Each unit shall be provided with a factory operating charge of refrigerant and oil or a holding charge. Unit shipped with a holding charge shall be field charged. A condensate removal system shall be provided.

2.5.4 Fans

Indoor and outdoor fans shall be the centrifugal, direct driven type. Fans shall be statically and dynamically balanced. Outdoor fan shall be

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designed so that condensate will evaporate without drip, splash, or spray on building exterior. Indoor fan shall be provided with a minimum two-speed motor with built-in overload protection. Fan motors shall be the inherently protected, permanent split-capacitor type.

2.5.5 Air Filters

Filters shall be of the sectional or panel cleanable type and be capable of filtering the entire air supply.

2.5.6 Primary/Supplemental Heat

Primary Supplemental heat shall be provided as specified in paragraph "System Components".

2.5.7 Amendment 3 Cabinet Construction

Cabinet shall be free of visible fasteners, sharp protuberances and edges. Enclosure sheet metal shall be a minimum of 1.2 mm (18 gauge) steel with a protective coating. Face panels shall be removable and shall provide full access to unit appurtenances. Access to controls shall be without removal of the face panel. Conditioned air shall discharge through adjustable louvers. Cabinet shall be thermally and acoustically insulated with materials which conform to NFPA 90A. Units shall be furnished with a prewired subbase. Subbase shall have leveling screws with provisions for remote unit control. Subbase shall be of 1.3 mm (18 gauge) galvanized steel construction with a protective coating to match that of the room cabinet. Paint and finishes shall comply with the requirements specified in paragraph "Factory Coating".

2.5.8 Amendment 3 Wall Sleeve

Louver shall be stormproof type, constructed of anodized, stamped or extruded aluminum. Sleeve shall be a water and airtight completely insulated assembly, with weather-resistant protective coating.

2.5.9 Unit Controls

Controls shall include an on-off switch, high and low selector switch for both the heating and cooling mode, multiple speed fan cooling and heating mode, room air fan switch, outside air damper control, and an adjustable cooling and heating thermostat. Function and temperature controls shall be integral to unit.

2.6 Amendment 3 UNITARY EQUIPMENT, SPLIT SYSTEM

2.6.1 <u>Amendment 3</u> Unit Controls

Unit shall be internally prewired with a 24 volt control circuit powered by an internal transformer. Terminal blocks shall be provided for power wiring and external control wiring. Unit shall have cutoffs for high and low pressure, and low oil pressure for compressors with positive displacement oil pumps, supply fan failure, and safety interlocks on all service panels. Head pressure controls shall sustain unit operation with ambient temperature of $[6__]$ degrees C ($[20__]$ degrees F). Adjustable-cycle timers shall prevent short-cycling. Multiple compressors shall be staged by means of a time delay. Unit shall be

internally protected by fuses or a circuit breaker in accordance with UL 1995. Low cost cooling shall be made possible by means of a control circuit which will modulate dampers to provide 100 percent outside air while locking out compressors.

2.7 EQUIPMENT EFFICIENCY

Unit shall have an efficiency as indicated on the drawings.

2.8 Amendment 3 CONDENSING UNIT

Units with capacities less than 39.5 kW (135,000 Btuh) shall produce a maximum ARI sound rating of 86_____ decibels when rated in accordance with ARI 270. Units with capacities 39.5 kW (135,000 Btuh) or greater shall produce a maximum ARI sound rating of 86_____ decibels when rated in accordance with ARI 370. Each remote condenser coil shall be fitted with a manual isolation valve and an access valve on the coil side. Saturated refrigerant condensing temperature shall not exceed 49 degrees C (120 degrees F) at 40 degrees C (95 degrees F) ambient. Unit shall be provided with low ambient condenser controls to ensure proper operation in an ambient temperature of 6____ degrees C (_20___ degrees F). Fan and cabinet construction shall be provided as specified in paragraph "System Components". Fan and condenser motors shall have open dripproof enclosures.

2.8.1 Air-Cooled Condenser

Unit shall be rated in accordance with ARI 460 and conform to the requirements of UL 1995. Unit shall be factory fabricated, tested, packaged, and self-contained. Unit shall be complete with casing, propeller or centrifugal type fans, heat rejection coils, connecting piping and wiring, and all necessary appurtenances.

2.8.1.1 Connections

Interconnecting refrigeration piping, electrical power, and control wiring between the condensing unit and the indoor unit shall be provided as required and as indicated. Electrical and refrigeration piping terminal connections between condensing unit and evaporator units shall be provided.

2.8.1.2 Head Pressure Control and Liquid Subcooling

Low ambient control for multi-circuited units serving more than one evaporator coil shall provide independent condenser pressure controls for each refrigerant circuit. Controls shall be set to produce a minimum of 95 degrees F saturated refrigerant condensing temperature. Unit shall be provided with a liquid subcooling circuit which shall ensure proper liquid refrigerant flow to the expansion device over the specified application range of the condenser. Unit shall be provide with manufacturer's standard liquid subcooling. Subcooling circuit shall be liquid sealed.

2.8.2 Condensing Coil

Coils shall have copper or aluminum tubes of 10 mm (3/8 inch) minimum diameter with copper or aluminum fins that are mechanically bonded or soldered to the tubes. Coils shall be protected with a minimum 0.076 mm (3 mil) thick phenolic or vinyl coating. Casing shall be galvanized steel or aluminum. Contact of dissimilar metals shall be avoided. Coils shall be tested in accordance with ASHRAE 15 at the factory and be suitable for the working pressure of the installed system. Each coil shall be dehydrated and sealed after testing and prior to evaluation and charging. Each unit shall be provided with a factory operating charge of refrigerant and oil or a holding charge. Unit shipped with a holding charge shall be field charged. Separate expansion devices shall be provided for each compressor circuit.

2.8.2.1 Unit Controls

The control system shall be complete with required accessories for regulating condenser pressure by fan cycling, solid-state variable fan speed, modulating condenser coil or fan dampers, flooding the condenser, or a combination of the above. Unit mounted control panels or enclosures shall be constructed in accordance with applicable requirements of NFPA 70 and housed in NEMA ICS 6, Class 1 or 3A enclosures. Controls shall include control transformer, fan motor starters, solid-state speed control, time delay start-up, overload protective devices, interface with local and remote components, and intercomponent wiring to terminal block points.

2.8.3 Compressor

Compressor shall be direct drive, semi-hermetic or hermetic reciprocating, or scroll type capable of operating at partial load conditions. Compressor shall be capable of continuous operation down to the lowest step of unloading as specified. Units 35 kW (10 tons) and larger shall be provided with capacity reduction devices to produce automatic capacity reduction of at least 50 percent. If standard with the manufacturer, two or more compressors may be used in lieu of a single compressor with unloading capabilities, in which case the compressors will operate in sequence, and each compressor shall have an independent refrigeration circuit through the condenser and evaporator. Each compressor shall start in the unloaded position. Each compressor shall be provided with vibration isolators, crankcase heater, thermal overloads, and high pressure safety cutoffs and protection against short cycling.

2.9 SYSTEM COMPONENTS

2.9.1 Refrigerant and Oil

Refrigerant shall be one of the fluorocarbon gases. Refrigerants shall have number designations and safety classifications in accordance with ASHRAE 34. Refrigerants shall meet the requirements of ARI 700 as a

minimum. Refrigerants shall have an Ozone Depletion Potential (ODP) of less than or equal to 0.05. Contractor shall provide and install a complete charge of refrigerant for the installed system as recommended by the manufacturer. Except for factory sealed units, two complete charges of lubricating oil for each compressor crankcase shall be furnished. One charge shall be used during the system performance testing period. Following the satisfactory completion of the performance testing, the oil shall be drained and replaced with a second charge. Lubricating oil shall be of a type and grade recommended by the manufacturer for each compressor. Where color leak indicator dye is incorporated, charge shall be in accordance with manufacturer's recommendation.

2.9.2 Fans

Fan wheel shafts shall be supported by either maintenance-accessible lubricated antifriction block-type bearings, or permanently lubricated ball bearings. Unit fans shall be selected to produce the cfm required at the fan total pressure. Motor starters, if applicable, shall be magnetic across-the-line type with a open dripproof enclosure. Thermal overload protection shall be of the manual or automatic-reset type. wheels or propellers shall be constructed of aluminum or galvanized steel. Centrifugal fan wheel housings shall be of galvanized steel, and both centrifugal and propeller fan casings shall be constructed of aluminum or galvanized steel. Steel elements of fans, except fan shafts, shall be hot-dipped galvanized after fabrication or fabricated of mill galvanized steel. Mill-galvanized steel surfaces and edges damaged or cut during fabrication by forming, punching, drilling, welding, or cutting shall be recoated with an approved zinc-rich compound. Fan wheels or propellers shall be statically and dynamically balanced. Direct-drive fan motors shall be of the multiple-speed variety. Belt-driven fans shall have adjustable sheaves to provide not less than 50 percent fan-speed adjustment. The sheave size shall be selected so that the fan speed at the approximate midpoint of the sheave adjustment will produce the specified air quantity. Centrifugal scroll-type fans shall be provided with streamlined orifice inlet and V-belt drive. Each drive will be independent of any other drive. . V-belt driven fans shall be mounted on a corrosion protected drive shaft supported by either maintenance-accessible lubricated antifriction block-type bearings, or permanently lubricated ball bearings. Each drive will be independent of any other drive. Drive bearings shall be protected with water slingers or shields. V-belt drives shall be fitted with guards where exposed to contact by personnel and [fixed pitch] [adjustable pitch] sheaves.

2.9.3 Primary/Supplemental Heating

2.9.3.1 <u>Amendment 3</u> Water Coil

2.9.3.2 Electric Heating Coil

Coil shall be an electric duct heater in accordance with UL 1995 and NFPA 70. Coil shall be duct- or unit-mounted. Coil shall be of the [nickel chromium resistor, single stage, strip] [nickel chromium resistor, single stage, strip or stainless steel, fin tubular] type. Coil shall be

provided with a built-in or surface-mounted high-limit thermostat interlocked electrically so that the coil cannot be energized unless the fan is energized. Coil casing and support brackets shall be of galvanized steel or aluminum. Coil shall be mounted to eliminate noise from expansion and contraction and be completely accessible for service.

2.9.3.3 Gas Fired Heating Section

Gas fired heat exchanger shall be constructed of aluminized steel, ceramic coated cold-rolled steel or stainless steel suitable for natural gas fuel supply. Burner shall have direct spark or hot surface ignition. Valve shall include a pressure regulator. Combustion air shall be supplied with a centrifugal combustion air blower. Safety controls shall include a flame sensor and air pressure switch. Heater section shall be mounted to eliminate noise from expansion and contraction and shall be completely accessible for service. Gas equipment shall bear the AGA label for the type of service involved. Burner shall be in accordance with NFPA 54.

2.9.4 Air Filters

Air filters shall be listed in accordance with requirements of UL 900, except high efficiency particulate air filters of 99.97 percent efficiency by the DOP Test Method shall be as listed under the label service and shall meet the requirements of UL 586.

2.9.4.1 Extended Surface Pleated Panel Filters

Filters shall be 50 mm (2 inch) depth sectional type of the size indicated and shall have an average efficiency of 25 to 30 percent when tested in accordance with ASHRAE 52.1. Initial resistance at 2.54 m/s (500 feet per minute) will not exceed 90 Pa (0.36 inches water gauge). Filters shall be UL Class 2. Media shall be nonwoven cotton and synthetic fiber mat. A wire support grid bonded to the media shall be attached to a moisture resistant fiberboard frame. Four edges of the filter media shall be bonded to the inside of the frame to prevent air bypass and increase rigidity.

2.9.5 Coil Frost Protection

Each circuit shall be provided with a coil frost protection system which is a manufacturer's standard. The coil frost protection system shall use a temperature sensor in the suction line of the compressor to shut the compressor off when coil frosting occurs. Timers shall be used to prevent the compressor from rapid cycling.

2.9.5.1 Pressure Vessels

Pressure vessels shall conform to ASME BPV VIII Div 1 or UL 207, as applicable for maximum and minimum pressure or temperature encountered. Where referenced publications do not apply, pressure components shall be tested at 1-1/2 times design working pressure. Refrigerant wetted carbon steel surfaces shall be pickled or abrasive blasted free of mill scale, cleaned, dried, charged, and sealed.

2.9.5.1.# Hot Gas Muffler

Unit shall be selected by the manufacturer for maximum noise attenuation. Units rated for $100\ kW$ (30 tons) capacity and under may be field tunable type.

2.9.5.1.# Liquid Receiver

A liquid receiver shall be provided when a system's condenser or compressor does not contain a refrigerant storage capacity of at least 20 percent in excess of a fully charged system. Receiver shall be designed, filled, and rated in accordance with the recommendations of ARI 495, except as modified herein. Receiver shall be fitted to include an inlet connection; an outlet drop pipe with oil seal and oil drain where necessary; two bull's-eye liquid level sight glass in same vertical plane, 90 degrees apart and perpendicular to axis of receiver or external gauge glass with metal guard and automatic stop valves; and purge, charge, equalizing, pressurizing, plugged drain and service valves on the inlet and outlet connections. Receiver shall be provided with a relief valve of capacity and setting in accordance with ASHRAE 15.

2.9.5.2 Internal Dampers

Dampers shall be parallel blade type with renewable blade seals and be integral to the unitary unit. Damper provisions shall be provided for each outside air intake, exhaust, economizer, and mixing boxes. Dampers shall have automatic modulation and operate as specified.

2.9.5.3 Mixing Boxes

Mixing boxes shall match the base unit in physical size and shall include equally-sized openings, each capable of full air flow. Arrangement shall be as indicated.

2.9.5.4 Cabinet Construction

Casings for the specified unitary equipment shall be constructed of galvanized steel or aluminum sheet metal and galvanized or aluminum structural members. Minimum thickness of single wall exterior surfaces shall be 1.3 mm (18 gauge) galvanized steel or 1.8 mm (.071 inch) thick aluminum on units with a capacity above 70 kW (20 tons) and 1.0 mm (20 gauge) galvanized steel or 1.6 mm (0.064 inch) thick aluminum on units with a capacity less than 70 kW (20 tons). Casing shall be fitted with lifting provisions, access panels or doors, fan vibration isolators, electrical control panel, corrosion-resistant components, structural support members, insulated condensate drip pan and drain, and internal insulation in the cold section of the casing. Where double-wall insulated construction is proposed, minimum exterior galvanized sheet metal thickness shall be 1.0 mm (20 gauge). Provisions to permit replacement of major unit components shall be incorporated. Penetrations of cabinet surfaces, including the floor, shall be sealed. Unit shall be fitted with a drain pan which extends under all areas where water may accumulate. Drain pan shall be fabricated from Type 300 stainless steel, galvanized steel with protective coating as required, or an approved plastic material. Pan insulation shall be water impervious. Extent and

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effectiveness of the insulation of unit air containment surfaces shall prevent, within limits of the specified insulation, heat transfer between the unit exterior and ambient air, heat transfer between the two conditioned air streams, and condensation on surfaces. Insulation shall conform to ASTM C 1071. Paint and finishes shall comply with the requirements specified in paragraph "Factory Coating".

2.9.5.4.# Indoor Cabinet

Indoor cabinets shall be suitable for the specified indoor service and enclose all unit components.

2.9.5.4.# Outdoor Cabinet

Outdoor cabinets shall be suitable for outdoor service with a weathertight, insulated and corrosion-protected structure. Cabinets constructed exclusively for indoor service which have been modified for outdoor service are not acceptable.

2.9.6 INSULATION

2.9.6.1 Field Installed Insulation

Field installed insulation shall be as specified in Section 15250 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

2.9.6.2 Factory Installed Insulation

Factory applied insulation shall be as specified for the equipment to be insulated except that refrigerant suction lines shall be insulated with unicellular plastic foam. Insulation shall comply with the fire hazard rating specified in Section 15250 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

2.9.7 REFRIGERANT PIPING

Refrigerant piping, valves, fittings, and accessories shall conform to the requirements of ASHRAE 15 and ASME B31.5, except as specified.

2.9.7.1 Steel Pipe

Steel pipe for refrigerant service shall conform to ASTM A 53, Schedule 40, Type E or S, Grades A or B. Type F pipe shall not be used.

2.9.7.2 Joints and Fittings, Steel Pipe

Joints and fittings shall be steel butt-welding, socket-welding, or malleable iron threaded type. Pipe shall be welded except that joints on lines 50 mm (2 inches) and smaller may be threaded. Threads shall be

tapered type conforming to ASME B1.20.1. The malleable iron threaded type fitting shall be of a weight corresponding to adjacent pipe. Flanges and flange faces of fittings shall be tongue-and-groove type with gaskets suitable for the refrigerant used; size 25 mm (1 inch) and smaller shall be oval, two-bolt type; size above 25 mm (1 inch), up to and including 100 mm (4 inches), shall be square four-bolt type; and sizes over 100 mm (4 inches) shall be round.

2.9.7.3 Steel Tubing

Steel tubing for refrigeration service shall be in accordance with ASTM A 334, Grade 1. Tubing with a nominal diameter of 10 mm (3/8 inch) or 15 mm (1/2 inch) shall have a wall thickness of 1.22 mm (0.049 inches). Tubing with a nominal diameter of 20 mm (3/4 inch) through 50 mm (2 inches) shall have a wall thickness of 1.62 mm (0.065 inches). Tubing with a nominal diameter of 65 through 100 mm (2 1/2 inches through 4 inches) shall have a wall thickness of 2.4 mm (0.095 inches). Steel tubing shall be cold-rolled, electric-forged, welded-steel. One end of the tubing shall be provided with a socket. Steel tubing shall be cleaned, dehydrated, and capped.

2.9.7.4 Joints and Fittings, Steel Tubing

Joints and fittings shall be socket type provided by the steel tubing manufacturer.

2.9.7.5 Copper Tubing

Copper tubing shall conform to ASTM B 280 annealed or hard drawn as required. Copper tubing shall be soft annealed where bending is required and hard drawn where no bending is required. Soft annealed copper tubing shall not be used in sizes larger than 35 mm (1-3/8 inches). Joints shall be brazed except that joints on lines 22 mm (7/8 inch) and smaller may be flared.

2.9.7.6 Joints and Fittings, Copper Tubing

Copper tube joints and fittings shall be flare joint type with short-shank flare, or solder-joint pressure type. Joints and fittings for brazed joint shall be wrought-copper or forged-brass sweat fittings. Cast sweat-type joints and fittings shall not be allowed for brazed joints.

2.9.7.7 Valves

Valves shall be pressure and temperature rated for contained refrigerant service and shall comply with ASME B31.5. Metals of construction shall be ferrous or copper based. Atmosphere exposed valve stems shall be stainless steel or corrosion resistant metal plated carbon steel. Valve body connections shall be brazed or welded socket, flanged or combination thereof. Threaded connections shall not be used, except in pilot pressure or gauge lines where maintenance disassembly is required and welded flanges cannot be used. Valves shall be suitable for or fitted with extended copper ends for brazing in-place without disassembly. Ferrous body valves shall be fitted with factory fabricated and brazed copper transitions. To minimize system pressure drops, where practicable, globe valves shall be angle body type, and straight line

valves shall be full port ball type. Control valve inlets shall be fitted with integral or adapted strainer or filter where recommended or required by manufacturer. Valves shall be cleaned and sealed moisture-tight.

2.9.7.7.# Refrigerant-Stop Valves

Valves, in sizes through 15 mm (5/8 inch), shall be handwheel operated, straight or angle, packless diaphragm globe type with back-seating stem, brazed ends, except where SAE flare or retained seal cap connections are required. In sizes over 15 mm (5/8 inch), valves shall be globe or angle type, wrench operated with ground-finish stems, or ball valves, packed especially for refrigerant service, back seated, and provided with seal caps. Refrigerant isolation and shut-off valves shall have retained or captive spindles and facilities for tightening or replacement of the gland packing under line pressure as applicable. Stop valves shall have back-seating plated steel stem, bolted bonnet in sizes 25 mm (1-1/8 inches) OD and larger, integral or flanged transition brazed socket. Valves in sizes through 65 mm (2-1/2 inches) shall be end-entry body assembly, full-port, floating ball type, with equalizing orifice fitted chrome plated ball, seats and seals of tetrafluoroethylene, chrome plated or stainless steel stem, and seal cap. In sizes 100 mm (4 inch) IPS and larger, and in smaller sizes where carbon steel piping is used, valve bodies shall be tongue and groove flanged and complete with mating flange, gaskets and bolting for socket or butt-weld connection. Purge, charge and receiver valves shall be of manufacturer's standard configuration.

2.9.7.7.# Check Valves

Valve shall be designed for service application, spring-loaded type where required, with resilient seat and with flanged body in sizes 15 mm (1/2 inch) and larger. Valve shall provide positive shut-off at 14 kPa (2 psi) differential pressure.

2.9.7.7.# Liquid Solenoid Valves

Valves shall comply with ARI 760 and be suitable for continuous duty with applied voltages 15 percent under and 5 percent over nominal rated voltage at maximum and minimum encountered pressure and temperature service conditions. Valves shall be direct-acting or pilot-operating type, packless, except that packed stem, seal capped, manual lifting provisions shall be furnished. Solenoid coils shall be moisture-proof, UL approved, totally encapsulated or encapsulated and metal jacketed as required. Valves shall have safe working pressure of 2760 kPa (400 psi) and a maximum operating pressure differential of at least 1375 kPa (200 psi) at 85 percent rated voltage. Valves shall have an operating pressure differential suitable for the refrigerant used.

2.9.7.7.# Expansion Valves

Expansion valves conform to requirements of ARI 750. Valve shall be of the diaphragm and spring type with internal or external equalizers, and bulb and capillary tubing. Valve shall be provided with an external superheat adjustment along with a seal cap. Internal equalizers may be utilized where flowing refrigerant pressure drop between outlet of the valve and inlet to the evaporator coil is negligible and pressure drop

across the evaporator is less than the pressure difference corresponding to 1 degrees C (2 degrees F) of saturated suction temperature at evaporator conditions. Bulb charge shall be determined by the manufacturer for the application and such that liquid will remain in the bulb at all operating conditions. Gas limited liquid charged valves and other valve devices for limiting evaporator pressure shall not be used without a distributor or discharge tube or effective means to prevent loss of control when bulb becomes warmer than valve body. Pilot-operated valves shall have a characterized plug to provide required modulating control. A de-energized solenoid valve may be used in the pilot line to close the main valve in lieu of a solenoid valve in the main liquid line. An isolatable pressure gauge shall be provided in the pilot line, at the main valve. Automatic pressure reducing or constant pressure regulating expansion valves may be used only where indicated or for constant evaporator loads.

2.9.7.7.# Safety Relief Valve

Valve shall be the two-way type. Single type valves shall be used only where indicated. Valve shall bear the ASME code symbol. Valve capacity shall be certified by the National Board of Boiler and Pressure Vessel Inspectors. Valve shall be of an automatically reseating design after activation.

2.9.7.7.# Evaporator Pressure Regulators, Direct-Acting

Valve shall include a diaphragm/spring power assembly, external pressure adjustment with seal cap, and pressure gauge port. Valve shall maintain a constant inlet pressure by balancing inlet pressure on diaphragm against an adjustable spring load. Pressure drop at system design load shall not exceed the pressure difference corresponding to a 1 degrees C change in saturated refrigerant temperature at evaporator operating suction temperature. Spring shall be selected for indicated maximum allowable suction pressure range.

2.9.7.7.# Refrigerant Access Valves

Refrigerant access valves and hose connections shall be in accordance with ARI 720.

2.9.7.8 Accessories

2.9.7.9 Filter Driers

Driers shall conform to ARI 710. Sizes 15 mm (5/8 inch) and larger shall be the full flow, replaceable core type. Sizes 12 mm (1/2 inch) and smaller shall be the sealed type. Cores shall be of suitable desiccant that will not plug, cake, dust, channel, or break down, and shall remove water, acid, and foreign material from the refrigerant. Filter driers shall be constructed so that none of the desiccant will pass into the refrigerant lines. Minimum bursting pressure shall be 10.3 MPa (1,500 psi).

2.9.7.9.# Sight Glass and Liquid Level Indicator

a. Assembly and Components: Assembly shall be pressure- and temperature-rated and constructed of materials suitable for the

service. Glass shall be borosilicate type. Ferrous components subject to condensation shall be electro-galvanized.

- b. Gauge Glass: Gauge glass shall include top and bottom isolation valves fitted with automatic checks, and packing followers; red-line or green-line gauge glass; elastomer or polymer packing to suit the service; and gauge glass guard.
- c. Bull's-Eye and Inline Sight Glass Reflex Lens: Bull's-eye and inline sight glass reflex lens shall be provided for dead-end liquid service. For pipe line mounting, two plain lenses in one body suitable for backlighted viewing shall be provided.
- d. Moisture Indicator: Indicator shall be a self-reversible action, moisture reactive, color changing media. Indicator shall be furnished with full-color-printing tag containing color, moisture and temperature criteria. Unless otherwise indicated, the moisture indicator shall be an integral part of each corresponding sight glass.

2.9.7.9.# Vibration Dampeners

Dampeners shall be of the all-metallic bellows and woven-wire type.

2.9.7.9.# Flexible Pipe Connectors

Connector shall be pressure and temperature rated for the service in accordance with ASHRAE 15 and ASME B31.5. Connector shall be a composite of interior corrugated phosphor bronze or Type 300 Series Stainless steel, as required for fluid service, with exterior reinforcement of bronze, stainless steel or monel wire braid. Assembly shall be constructed with a safety factor of not less than 4 at 150 degrees C (300 degrees F). Unless otherwise indicated, the length of a flexible connector shall be as recommended by the manufacturer for the service intended.

2.9.7.9.# Strainers

Strainers used in refrigerant service shall have brass or cast iron body, Y-or angle-pattern, cleanable, not less than 60-mesh noncorroding screen of an area to provide net free area not less than ten times the pipe diameter with pressure rating compatible with the refrigerant service. Screens shall be stainless steel or monel and reinforced spring-loaded where necessary for bypass-proof construction.

2.9.7.9.# Brazing Materials

Brazing materials for refrigerant piping shall be in accordance with AWS A5.8, Classification BCuP-5.

2.9.8 DRAIN AND MISCELLANEOUS PIPING

Piping, fittings, valves and accessories for drain and miscellaneous services shall be in accordance with Section 15400 PLUMBING, GENERAL PURPOSE.

2.9.9 FABRICATION

2.9.9.1 Factory Coating

Unless otherwise specified, equipment and component items, when fabricated from ferrous metal, shall be factory finished with the manufacturer's standard finish, except that items located outside of buildings shall have weather resistant finishes that will withstand 125 hours exposure to the salt spray test specified in ASTM B 117 using a 25 percent sodium chloride solution. Immediately after completion of the test, the specimen shall show no signs of blistering, wrinkling, cracking, or loss of adhesion and no sign of rust creepage beyond 3 mm on either side of the scratch mark. Cut edges of galvanized surfaces where hot-dip galvanized sheet steel is used shall be coated with a zinc-rich coating conforming to ASTM D 520, Type I.

2.9.9.2 Field Painting

Painting required for surfaces not otherwise specified, and finish painting of items only primed at the factory are specified in Section 09900PAINTING, GENERAL.

2.9.9.2.# Color Coding

Color coding for piping identification is specified in Section 09900 PAINTING, GENERAL.

2.9.9.2.# Color Coding Scheme

A color coding scheme for locating hidden piping shall be in accordance with Section 15400 PLUMBING, GENERAL PURPOSE.

PART 3 EXECUTION

3.1 INSTALLATION

Work shall be performed in accordance with the manufacturer's published diagrams, recommendations, and equipment warranty requirements. Where equipment is specified to conform to the requirements of ASME BPV VIII Div 1 and ASME BPV IX, the design, fabrication, and installation of the system shall conform to ASME BPV VIII Div 1 and ASME BPV IX.

3.1.1 Equipment

Refrigeration equipment and the installation thereof shall conform to ASHRAE 15. Necessary supports shall be provided for all equipment, appurtenances, and pipe as required, including frames or supports for compressors, pumps, cooling towers, condensers, and similar items. Compressors shall be isolated from the building structure. If mechanical vibration isolators are not provided, vibration absorbing foundations shall be provided. Each foundation shall include isolation units consisting of machine and floor or foundation fastenings, together with intermediate isolation material. Other floor-mounted equipment shall be set on not less than a 150 mm concrete pad doweled in place. Concrete foundations for floor mounted pumps shall have a mass equivalent to three times the weight of the components, pump, base plate, and motor to be supported. In lieu of concrete pad foundation, concrete pedestal block with isolators placed between the pedestal block and the floor may be

provided. Concrete pedestal block shall be of mass not less than three times the combined pump, motor, and base weights. Isolators shall be selected and sized based on load-bearing requirements and the lowest frequency of vibration to be isolated. Lines connected to pumps mounted on pedestal blocks shall be provided with flexible connectors. Foundation drawings, bolt-setting information, and foundation bolts shall be furnished prior to concrete foundation construction for all equipment indicated or required to have concrete foundations. Concrete for foundations shall be as specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. Equipment shall be properly leveled, aligned, and secured in place in accordance with manufacturer's instructions.

3.1.2 Mechanical Room Ventilation

Mechanical rooms containing refrigeration components or equipment shall be ventilated to the outdoors as indicated. Refrigerant relief device vent piping which is not returned to the system shall be routed to the atmosphere as indicated. Relief piping shall be supported independently of relief device and braced against reaction forces. The ventilation system shall be in accordance with Section 15895 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM.

3.1.3 Refrigeration Piping

Unless otherwise specified, pipe and fittings installation shall conform to requirements of ASME B31.5. Pipe shall be cut accurately to measurement established at the jobsite and worked into place without springing or forcing. Cutting or otherwise weakening of the building structure to facilitate piping installation will not be permitted without written approval. Pipes shall be cut square, shall have burrs removed by reaming, and shall be installed in a manner to permit free expansion and contraction without damage to joints or hangers. Filings, dust, or dirt shall be wiped from interior of pipe before connections are made.

3.1.3.1 Directional Changes

Changes in direction shall be made with fittings, except that bending of pipe 100 mm (4 inches) and smaller will be permitted, provided a pipe bender is used and wide-sweep bends are formed. The centerline radius of bends shall not be less than 6 diameters of the pipe. Bent pipe showing kinks, wrinkles, or other malformations will not be accepted.

3.1.3.2 Functional Requirements

Piping shall be installed 4 mm per meter of pipe in the direction of flow to ensure adequate oil drainage. Open ends of refrigerant lines or equipment shall be properly capped or plugged during installation to keep moisture, dirt, or other foreign material out of the system. Piping shall remain capped until installation. Equipment piping shall be in accordance with the equipment manufacturer's recommendations and the

contract drawings.

3.1.3.3 Manual Valves

Stop valves shall be installed on each side of each piece of equipment such as compressors, condensers, evaporators, receivers, and other similar items in multiple-unit installation, to provide partial system isolation as required for maintenance or repair. Angle and globe valves shall be installed with stems horizontal unless otherwise indicated. Ball valves shall be installed with stems positioned to facilitate operation and maintenance. Isolating valves for pressure gauges and switches shall be external to thermal insulation. Safety switches shall not be fitted with isolation valves. Thermal wells for insertion thermometers and thermostats shall extend beyond thermal insulation surface not less than 25 mm. Filter dryers having access ports may be considered a point of isolation. Purge valves shall be provided at all points of systems where accumulated noncondensible gases would prevent proper system operation. Valves shall be furnished to match line size, unless otherwise indicated or approved.

3.1.3.4 Expansion Valves

Expansion valves shall be installed with the thermostatic expansion valve bulb located on top of the suction line when the suction line is less than 54 mm (2-1/8 inches) in diameter and at the 4 o'clock or 8 o'clock position on lines larger than 54 mm (2-1/8 inches). The bulb shall be securely fastened with two clamps. The bulb shall be insulated. The bulb shall installed in a horizontal portion of the suction line, if possible, with the pigtail on the bottom. If the bulb must be installed in a vertical line, the bulb tubing shall be facing up.

3.1.3.5 Valve Identification

Each system valve, including those which are part of a factory assembly, shall be tagged. Tags shall be in alphanumeric sequence, progressing in direction of fluid flow. Tags shall be embossed, engraved, or stamped plastic or nonferrous metal of various shapes, sized approximately 34 mm (1-3/8 inch) diameter, or equivalent dimension, substantially attached to a component or immediately adjacent thereto. Tags shall be attached with nonferrous, heavy duty, bead or link chain, 14 gauge annealed wire, nylon cable bands or as approved. Tag numbers shall be referenced in Operation and Maintenance Manuals and system diagrams.

3.1.3.6 Vibration Dampers

Vibration damper shall be provided in the suction and discharge lines on spring mounted compressors. Vibration dampers shall be installed parallel with the shaft of the compressor and be anchored firmly at the upstream end on the suction line and the downstream end in the discharge line.

3.1.3.7 Strainers

Strainers shall be provided immediately ahead of solenoid valves and expansion devices and where indicated. Strainers may be an integral part of the expansion valve.

3.1.3.8 Filter Dryer

A liquid line filter dryer shall be provided on each refrigerant circuit located such that all liquid refrigerant passes through a filter dryer. Dryers shall be sized in accordance with the manufacturers recommendations. A dryer shall be installed such that it can be isolated from the system, the isolated portion of the system evacuated, and the filter dryer replaced. Dryers shall be installed in the horizontal position except replaceable core filter dryers may be installed in the vertical position with the access flange on the bottom.

3.1.3.9 Sight Glass

A moisture indicating sight glass shall be installed in all refrigerant circuits down stream of filter dryers and where indicated. Sight glass shall be full line size.

3.1.3.10 Flexible Connectors

Flexible metallic connectors shall be installed perpendicular to line of motion being isolated. Piping for equipment with bidirectional motion shall be fitted with two flexible connectors, in perpendicular planes. Reinforced elastomer flexible connectors shall be installed in accordance with manufacturer's instructions. Piping guides and restraints related to flexible connectors shall be provided as required.

3.1.4 Thermometers

Thermometers located within 1.5 m of floor may be rigid stem type. Where thermal well is located above 1.5 m above floor, thermometer shall be universal adjustable angle type or remote element type to 2.1 m above floor and remote element type where thermal well is 2.1 m or more above floor. Thermometers shall be located in coolant supply and return or waste lines at each heat exchanger, condenser water lines entering and leaving the condenser, at each automatic temperature control device without an integral thermometer, refrigerant liquid line leaving receiver, refrigerant suction line at each evaporator or liquid cooler, and where indicated or required for proper operation of equipment.

3.1.5 Piping Supports

Refrigerant pipe supports shall be in accordance with ASME B31.5. Hangers used to support piping 50 mm (2 inches) and larger shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Piping subjected to vertical movement, when operating temperatures exceed ambient temperatures, shall be supported by variable spring hangers and supports or by constant support hangers.

3.1.5.1 Structural Attachments

Attachment to building structure concrete and masonry shall be by cast-in concrete inserts, built-in anchors, or masonry anchor devices. Inserts

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and anchors shall be applied with a safety factor not less than 5. Supports shall not be attached to metal decking. Masonry anchors for overhead applications shall be constructed of ferrous materials only. Material used for support shall be as specified under Section 05210 STRUCTURAL STEEL.

3.1.6 Pipe Hangers, Inserts, and Supports

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69, except as modified herein. Pipe hanger types 5, 12, and 26 shall not be used.

3.1.6.1 Hangers

Type 3 shall not be used on insulated piping. Type 24 may be used only on trapeze hanger systems or on fabricated frames.

3.1.6.2 Inserts

Type 18 inserts shall be secured to concrete forms before concrete is placed. Continuous inserts which allow more adjustments may be used if they otherwise meet the requirements for Type 18 inserts.

3.1.6.3 C-Clamps

Type 19 and 23 C-clamps shall be torqued per MSS SP-69 and have both locknuts and retaining devices, furnished by the manufacturer. Field-fabricated C-clamp bodies or retaining devices are not acceptable.

3.1.6.4 Angle Attachments

Type 20 attachments used on angles and channels shall be furnished with an added malleable-iron heel plate or adapter.

3.1.6.5 Saddles and Shields

Where Type 39 saddle or Type 40 shield are permitted for a particular pipe attachment application, the Type 39 saddle, connected to the pipe, shall be used on all pipe 100 mm (4 inches) and larger when the temperature of the medium is 16 degrees C or higher. Type 40 shields shall be used on all piping less than 100 mm (4 inches) and all piping 100 mm (4 inches) and larger carrying medium less than 16 degrees C. A high density insulation insert of cellular glass shall be used under the Type 40 shield for piping 50 mm (2 inches) and larger.

3.1.6.6 Horizontal Pipe Supports

Horizontal pipe supports shall be spaced as specified in MSS SP-69 and a support shall be installed not over 300 mm from the pipe fitting joint at each change in direction of the piping. Pipe supports shall be spaced not over 1.5 m apart at valves. [Pipe hanger loads suspended from steel joist with hanger loads between panel points in excess of 222 N (50 pounds) shall have the excess hanger loads suspended from panel points.]

3.1.6.7 Vertical Pipe Supports

Vertical pipe shall be supported at each floor, except at slab-on-grade,

and at intervals of not more than $4.5~\mathrm{m}$, not more than $2.4~\mathrm{m}$ from end of risers, and at vent terminations.

3.1.6.8 Pipe Guides

Type 35 guides using, steel, reinforced polytetrafluoroethylene (PTFE) or graphite slides shall be provided where required to allow longitudinal pipe movement. Lateral restraints shall be provided as required. Slide materials shall be suitable for the system operating temperatures, atmospheric conditions, and bearing loads encountered.

3.1.6.9 Steel Slides

Where steel slides do not require provisions for restraint of lateral movement, an alternate guide method may be used. On piping 100 mm (4 inches) and larger, a Type 39 saddle shall be used. On piping under 100 mm (4 inches), a Type 40 protection shield may be attached to the pipe or insulation and freely rest on a steel slide plate.

3.1.6.10 High Temperature Guides with Cradles

Where there are high system temperatures and welding to piping is not desirable, then the Type 35 guide shall include a pipe cradle, welded to the guide structure and strapped securely to the pipe. The pipe shall be separated from the slide material by at least 100 mm, or by an amount adequate for the insulation, whichever is greater.

3.1.6.11 Multiple Pipe Runs

In the support of multiple pipe runs on a common base member, a clip or clamp shall be used where each pipe crosses the base support member. Spacing of the base support members shall not exceed the hanger and support spacing required for an individual pipe in the multiple pipe run.

3.1.7 Pipe Alignment Guides

Pipe alignment guides shall be provided where indicated for expansion loops, offsets, and bends and as recommended by the manufacturer for expansion joints, not to exceed 1.5 m on each side of each expansion joint, and in lines 100 mm (4 inches) or smaller not more than 2 feet on each side of the joint.

3.1.8 Pipe Anchors

Anchors shall be provided wherever necessary or indicated to localize expansion or to prevent undue strain on piping. Anchors shall consist of heavy steel collars with lugs and bolts for clamping and attaching anchor braces, unless otherwise indicated. Anchor braces shall be installed in the most effective manner to secure the desired results using turnbuckles where required. Supports, anchors, or stays shall not be attached where they will injure the structure or adjacent construction during installation or by the weight of expansion of the pipeline. Where pipe and conduit penetrations of vapor barrier sealed surfaces occur, these items shall be anchored immediately adjacent to each penetrated surface, to provide essentially zero movement within penetration seal. Detailed drawings of pipe anchors shall be submitted for approval before installation.

3.1.9 Piping Identification

Each piping system and direction of fluid flow shall be identified in accordance with applicable provisions of ANSI A13.1 with color coded, water, moisture and broad-spectrum temperature resistant, plastic labels.

3.1.10 Metal Ductwork

Installation shall be in accordance with SMACNA-06 unless otherwise indicated. Duct supports for sheet metal ductwork shall be in accordance with SMACNA-06, unless otherwise specified. Friction beam clamps indicated in SMACNA-06 will not be used. Supports on the risers shall allow free vertical movement of the duct. Supports shall be attached only to structural framing members and concrete slabs. Supports shall not be anchored to metal decking unless a means is provided and approved for preventing the anchor from puncturing the metal decking. Where supports are required between structural framing members, suitable intermediate metal framing shall be provided. Where C-clamps are used, retainer clips shall be provided.

3.1.11 Field Applied Insulation

Field applied insulation shall be as specified in Section 15250 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

3.1.12 Factory Applied Insulation

Refrigerant suction lines between an evaporator and compressors Refrigerant pumps and exposed chilled water lines shall be insulated with not less than 19 mm (3/4 inch) thick unicellular plastic foam.

3.1.13 Framed Instructions

Framed instructions shall be framed under glass or laminated plastic and be posted where directed. Instructions shall include equipment layout, wiring and control diagrams, piping, valves and control sequences, and typed condensed operation instructions. The condensed operation instructions shall include preventative maintenance procedures, methods of checking the system for normal and safe operation, and procedures for safely starting and stopping the system. The instructions shall be posted before acceptance testing of the system.

3.2 TESTS

Tests shall be conducted in the presence of the Contracting Officer. Utilities for testing shall be provided as specified in the SPECIAL CONTRACT REQUIREMENTS. Water and electricity required for the tests will be furnished by the Government. Any material, equipment, instruments, and personnel required for the test shall be provided by the Contractor. The services of a qualified technician shall be provided as required to perform all tests and procedures indicated herein. Field tests shall be coordinated with Section 15990 TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS.

3.2.1 Refrigerant System

After all components of the refrigerant system have been installed and connected, the entire refrigeration system shall be subjected to a pneumatic test as described herein.

3.2.1.1 Preliminary Procedures

Prior to pneumatic testing, equipment which has been factory tested and refrigerant charged as well as equipment which could be damaged or cause personnel injury by imposed test pressure, positive or negative, shall be isolated from the test pressure or removed from the system. Safety relief valves and rupture discs, where not part of factory sealed systems, shall be removed and openings capped or plugged.

3.2.1.2 Pneumatic Test

Pressure control and excess pressure protection shall be provided at the source of test pressure. Valves shall be wide open, except those leading to the atmosphere. Test gas shall be dry nitrogen, with minus 55 degrees C (minus 70 degree F) dewpoint and less than 5 ppm oil. Test pressure shall be applied in two stages before any refrigerant pipe is insulated or covered. First stage test shall be at 69 kPa (10 psi) with every joint being tested with a thick soap or color indicating solution. Second stage tests shall raise the system to the minimum refrigerant leakage test pressure specified in ASHRAE 15 with a maximum test pressure 25 percent greater. Pressure above 690 KPa (100 psig) shall be raised in 10 percent increments with a pressure acclimatizing period between increments. The initial test pressure shall be recorded along with the ambient temperature to which the system is exposed. Final test pressures of the second stage shall be maintained on the system for a minimum of 24 hours. At the end of the 24 hour period, the system pressure will be recorded along with the ambient temperature to which the system is exposed. A correction factor of 2 kPa (0.3 psi) will be allowed for each degree C (F) change between test space initial and final ambient temperature, plus for increase and minus for a decrease. If the corrected system pressure is not exactly equal to the initial system test pressure, then the system shall be investigated for leaking joints. To repair leaks, the joint shall be taken apart, thoroughly cleaned, and reconstructed as a new joint. Joints repaired by caulking, remelting, or back-welding\brazing shall not be acceptable. Following repair, the entire system shall be retested using the pnuematic tests described above. The entire system shall be reassemblied once the pneumatic tests are satisfactorily completed.

3.2.1.3 Evacuation Test

Following satisfactory completion of the pneumatic tests, the pressure shall be relieved and the entire system shall be evacuated to an absolute pressure of 300 micrometers. During evacuation of the system, the ambient temperature shall be higher than 2 degrees C. No more than one system shall be evacuated at one time by one vacuum pump. Once the desired vacuum has been reached, the vacuum line shall be closed and the system shall stand for 1 hour. If the pressure rises over 500 micrometers after the 1 hour period, then the system shall be evacuated again down to 300 micrometers and let set for another 1 hour period. The system shall not be charged until a vacuum of at least 500 micrometers is

maintained for a period of 1 hour without the assistance of a vacuum line. If during the testing the pressure continues to rise, check the system for leaks, repair as required, and repeat the evacuation procedure. During evacuation, pressures shall be recorded by a thermocouple-type, electronic-type, or a calibrated-micrometer type gauge.

3.2.1.4 System Charging and Startup Test

Following satisfactory completion of the evacuation tests, the system shall be charged with the required amount of refrigerant by raising pressure to normal operating pressure and in accordance with manufacturer's procedures. Following charging, the system shall operate with high-side and low-side pressures and corresponding refrigerant temperatures, at design or improved values. The entire system shall be tested for leaks. Fluorocarbon systems shall be tested with halide torch or electronic leak detectors.

3.2.1.5 Refrigerant Leakage

If a refrigerant leak is discovered after the system has been charged, the leaking portion of the system shall immediately be isolated from the remainder of the system and the refrigerant pumped into the system receiver or other suitable container. Under no circumstances shall the refrigerant be discharged into the atmosphere.

3.2.1.6 Contractor's Responsibility

The Contractor shall, at all times during the installation and testing of the refrigeration system, take steps to prevent the release of refrigerants into the atmosphere. The steps shall include, but not be limited to, procedures which will minimize the release of refrigerants to the atmosphere and the use of refrigerant recovery devices to remove refrigerant from the system and store the refrigerant for reuse or reclaim. At no time shall more than 85 g (3 ounces) of refrigerant be released to the atmosphere in any one occurrence. Any system leaks within the first year shall be repaired in accordance with the requirements herein at no cost to the Government including material, labor, and refrigerant if the leak is the result of defective equipment, material, or installation.

3.2.2 System Performance Tests

After the foregoing tests have been completed and before each refrigeration system is accepted, tests to demonstrate the general operating characteristics of all equipment shall be conducted by a registered professional engineer or an approved manufacturer's start-up representative experienced in system start-up and testing, at such times as directed. Tests shall cover a period of not less than 8 hours for each system and demonstrate that the entire system is functioning in accordance with the drawings and specifications. Corrections and adjustments shall be made as necessary and tests shall be re-conducted to demonstrate that the entire system is functioning as specified. Prior to acceptance, service valve seal caps and blanks over gauge points shall be installed and tightened. Any refrigerant lost during the system startup

shall be replaced. If tests do not demonstrate satisfactory system performance, deficiencies shall be corrected and the system shall be retested.

3.3 CLEANING AND ADJUSTING

3.3.1 Ductwork

Prior to testing, inside of ducts, plenums, and casing shall be thoroughly cleaned of all debris and blown free of small particles of rubbish and dust and then vacuum cleaned before installing outlet faces. Temporary filters shall be provided for fans that are operated during construction. New filters shall be installed after all construction dirt has been removed from the building and the ducts, plenum, casings, and other items specified have been vacuum cleaned. Fans shall be adjusted to the speed indicated by the manufacturer to meet specified conditions.

3.3.2 Equipment

Equipment shall be wiped clean, with all traces of oil, dust, dirt, or paint spots removed. System shall be maintained in this clean condition until final acceptance. Bearings shall be lubricated with oil or grease as recommended by the manufacturer. Belts shall be tightened to proper tension. Control valves and other miscellaneous equipment requiring adjustment shall be adjusted to setting indicated or directed.

3.3.3 Testing, Adjusting, and Balancing

Testing, adjusting, and balancing shall be as specified in Section 15990 TESTING, ADJUSTING AND BALANCING OF HVAC SYSTEMS.

3.4 DEMONSTRATIONS

Contractor shall conduct a training course for the operating staff as designated by the Contracting Officer. The training period shall consist of a total four hours of normal working time and start after the system is functionally completed but prior to final acceptance tests. The field instructions shall cover all of the items contained in the operation and maintenance manuals as well as demonstrations of routine maintenance operations.

-- End of Section --

SECTION 16370

ELECTRICAL DISTRIBUTION SYSTEM, AERIAL 01/93

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C135.1	(1979) Galvanized Steel Bolts and Nuts for Overhead Line Construction
ANSI C135.2	(1987) Threaded Zinc-Coated Ferrous Strand-Eye Anchor Rods and Nuts for Overhead Line Construction
ANSI C135.4	(1987) Zinc-Coated Ferrous Eyebolts and Nuts for Overhead Line Construction
ANSI C135.14	(1979) Staples with Rolled or Slash Points for Overhead Line Construction
ANSI C135.22	(1988) Zinc-Coated Ferrous Pole-Top Insulator Pins with Lead Threads for Overhead Line Construction
ANSI 05.1	(1992) Specifications and Dimensions for Wood Poles

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 123/A 123M	(1997ael) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(1998) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 475	(1998) Zinc-Coated Steel Wire Strand
ASTM A 575	(1996) Steel Bars, Carbon, Merchant Quality, M-Grades
ASTM A 576	(1990b; R 1995) Steel Bars, Carbon, Hot-Wrought, Special Quality
ASTM B 1	(1995) Hard-Drawn Copper Wire

ASTM B 8	(1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B 398	(1997) Aluminum-Alloy 6201-T81 Wire for Electrical Purposes
ASTM B 399	(1997) Concentric-Lay-Stranded Aluminum-Alloy 6201-T81 Conductors
ASTM B 416	(1998) Concentric-Lay-Stranded Aluminum-Clad Steel Conductors
AMERICAN WOOD-PRESERVER	S' ASSOCIATION (AWPA)
AWPA C4	(1995) Poles - Preservative Treatment by Pressure Processes
AWPA P1/P13	(1995) Standard for Coal Tar Creosote for Land and Fresh Water and Marine (Coastal Water Use)
AWPA P5	(1997) Standards for Waterborne Preservatives
AWPA P8	(1997) Standards for Oil-Borne Preservatives
AWPA P9	(1997) Standards for Solvents for Organic Preservative Systems
INSTITUTE OF ELECTRICAL	AND ELECTRONIC ENGINEERS (IEEE)
IEEE C2	(1997) National Electrical Safety Code
IEEE C62.1	(1989; R 1994) Surge Arresters for AC Power Circuits
IEEE C62.2	(1987; R 1994) Guide for the Application of Gapped Silicon-Carbide Surge Arresters for Alternating Current Systems
IEEE C62.11	(1998) IEEE Standard Metal-Oxide Surge Arresters for AC Power Circuits
IEEE Std 81	(1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)
IEEE Std 100	(1996) IEEE Standard Dictionary of Electrical and Electronics Terms

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA LA 1 (1992) Surge Arresters

NEMA SG 2 (1993) High Voltage Fuses

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 467 (1993; Rev thru Aug 1996) Grounding and

Bonding Equipment

UL 486A (1997; Rev thru Dec 1998) Wire Connectors

and Soldering Lugs for Use with Copper

Conductors

UL 486B (1997; Rev Jun 1997) Wire Connectors for

Use with Aluminum Conductors

1.2 GENERAL REQUIREMENTS

1.2.1 Terminology

Terminology used in this specification is as defined in IEEE Std 100.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Manufacturer's Catalog; FIO.

Catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material, Equipment, and Fixture Lists; FIO.

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include the item number, the quantity of items proposed, and the name of the manufacturer of the item.

SD-04 Drawings

Electrical Distribution System; FIO.

Detail drawings consisting of equipment drawings, illustrations, schedules,

instructions, diagrams and other information necessary to define the installation and enable the Government to check conformity with the requirements of the contract drawings. Detail drawings shall as a minimum include:

- a. Poles.
- b. Fused Cutouts
- c. Conductors.
- d. Surge arresters.

If departures from the contract drawings are deemed necessary by the Contractor, complete details of such departures shall be submitted with the detail drawings. Approved departures shall be made at no additional cost to the Government.

Detail drawings shall show how components are assembled, function together and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall consist of the following:

- a. Detail drawings showing physical arrangement, construction details, connections, finishes, materials used in fabrication, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. Optional items shall be clearly identified as included or excluded.
- b. Wiring connections shall be clearly identified.

As-Built Drawings; GA.

The as-built drawings shall be a record of the construction as installed. The drawings shall include the information shown on the contract drawings as well as deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be kept at the job site and updated daily. The as-built drawings shall be a full sized set of prints marked to reflect deviations, modifications, and changes. The as-built drawings shall be complete and show the location, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall submit three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions,

they will be returned to the Contractor for correction. The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within ten calendar days from the time the drawings are returned to the Contractor.

SD-09 Reports

Field Testing; F10.

A proposed field test plan 20 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits.

Test Reports; GA.

Six copies of the information described below in 215.9 by 279.4 mm (8-1/2 by 11 inch) binders having a minimum of 5 rings, and including a separate section for each test. Sections shall be separated by heavy plastic dividers with tabs.

- a. A list of equipment used, with calibration certifications.
- b. A copy of measurements taken.
- c. The dates of testing.
- d. The equipment and values to be verified.
- e. The condition specified for the test.
- f. The test results, signed and dated.
- g. A description of adjustments made.

SD-13 Certificates

Materials and Equipment; F10.

Where materials or equipment are specified to conform to the standards of the Underwriters Laboratories (UL) or to be constructed or tested, or both, in accordance with the standards of the American National Standards Institute (ANSI), the Institute of Electrical and Electronic Engineers (IEEE), or the National Electrical Manufacturers Association (NEMA), the Contractor shall submit proof that the items provided under this section of the specifications conform to such requirements. The label of, or listing by, UL will be acceptable as evidence that the items conform thereto. Either a certification or a published catalog specification data statement, to the effect that the item is in accordance with the referenced ANSI or IEEE standard, will be acceptable as evidence that the item conforms thereto. A similar certification or published catalog specification data statement to the effect that the item is in accordance with the referenced NEMA standard, by a company listed as a member company of NEMA, will be acceptable as evidence that the item conforms thereto. In lieu of such

certification or published data, the Contractor may submit a certificate from a recognized testing agency equipped and competent to perform such services, stating that the items have been tested and that they conform to the requirements listed, including methods of testing of the specified agencies.

SD-19 OPERATION AND MAINTENANCE MANUALS

Electrical Distribution System; GA.

Six copies of Operation and Maintenance manuals electrical distribution system shall be provided, within 7 calendar days following the completion of tests and shall include assembly, installation, operation and maintenance instructions, spare parts data which provides supplier name, current cost, catalog order number, and a recommended list of spare parts to be stocked. Manuals shall also include data outlining detailed procedures for system startup and operation, and a troubleshooting quide which lists possible operational problems and corrective action to be taken. A brief description of all equipment, basic operating features, and routine maintenance requirements shall also be included. Documents shall be bound in a binder marked or identified on the spine and front cover. A table of contents page shall be included and marked with pertinent contract information and contents of the manual. Tabs shall be provided to separate different types of documents, such as catalog ordering information, drawings, instructions, and spare-parts data. Index sheets shall be provided for each section of the manual when warranted by the quantity of documents included under separate tabs or dividers. Three additional copies of the instructions manual shall be provided within 30 calendar days following the manuals.

Three additional copies of the instructions manual within 30 calendar days following the approval of the manuals.

1.4 DELIVERY, STORAGE, AND HANDLING

Devices and equipment shall be visually inspected by the Contractor when received and prior to acceptance from conveyance. Stored items shall be protected from the environment in accordance with the manufacturer's published instructions. Damaged items shall be replaced. Wood poles held in storage for more than 2 weeks shall be stored in accordance with ANSI 05.1. Handling of wood poles shall be in accordance with ANSI 05.1, except that pointed tools capable of producing indentations more than inch in depth shall not be used.

1.5 EXTRA MATERIALS

One additional spare fuse or fuse element for each furnished fuse or fuse element shall be delivered to the Contracting Officer when the electrical system is accepted. Two complete sets of all special tools required for maintenance shall be provided, complete with a suitable tool box. Special tools are those that only the manufacturer provides, for special purposes (to access compartments, or operate, adjust, or maintain special parts).

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

Products shall conform to the following requirements. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.2 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

2.3 CORROSION PROTECTION

2.3.1 Aluminum Materials

Aluminum shall not be used in contact with earth or concrete. Where aluminum conductors are connected to dissimilar metal, fittings conforming to UL 486B shall be used.

2.3.2 Ferrous Metal Materials

2.3.2.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

- 2.3.2.2 [Enter Appropriate Subpart Title Here]
- 2.4 CONDUCTORS, CONNECTORS, AND SPLICES

2.4.1 Aluminum-Composition Conductors

All-aluminum-alloy-conductors, AAAC, shall be alloy 6201-T81 and comply with ASTM B 398 and ASTM B 399.

2.4.2 Copper Conductors

Hard-drawn-copper conductors shall comply with ASTM B 1 and ASTM B 8 as appropriate for the conductor size.

2.4.3 Connectors and Splices

Connectors and splices shall be of copper alloys for copper conductors, aluminum alloys for aluminum-composition conductors, and a type designed to minimize galvanic corrosion for copper to aluminum-composition conductors. Aluminum-composition and aluminum-composition to copper shall comply with UL 486B, and copper-to-copper shall comply with UL 486A.

2.5 POLES AND HARDWARE

Poles shall be of lengths and classes indicated.

2.5.1 Wood Poles

Wood poles shall comply with ANSI 05.1, and shall be pressure treated in accordance with AWPA C4, with creosote conforming to AWPA P1/P13or with oil-borne preservatives and petroleum conforming to AWPA P8 and AWPA P9, respectively, and waterborne preservatives conforming to AWPA P5.
Waterborne preservatives shall be either chromated or ammoniacal copper arsenate. Any species listed in ANSI 05.1 for which a preservative treatment is not specified in AWPA C4, shall not be used; northern white cedar, if treated as specified for western red cedar, and western fir, if treated as specified for Douglas fir, may be used. Wood poles shall have pole markings located approximately 3 m from pole butts for poles 15.2 m (50 feet) or less in length, and 4 m from the pole butts for poles longer than 16.8 m (55 feet) in length. Poles shall be machine trimmed by turning smooth full length, and shall be roofed, gained, and bored prior to pressure treatment. Where poles are not provided with factory-cut gains, metal gain plates shall be provided.

2.5.2 Pole Line Hardware

Zinc-coated hardware shall comply with ANSI C135.1, ANSI C135.2, ANSI C135.4, ANSI C135.14 ANSI C135.22. Steel hardware shall comply with ASTM A 575 and ASTM A 576. Hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M. Pole-line hardware shall be hot-dip galvanized steel. Washers shall be installed under boltheads and nuts on wood surfaces and elsewhere as required. Washers used on through-bolts and double-arming bolts shall be approximately 57.2 mm square and 4.8 mm (3/16 inch) thick. The diameter of holes in washers shall be the correct standard size for the bolt on which a washer is used. Washers for use under heads of carriage-bolts shall be of the proper size to fit over square shanks of bolts. Eye bolts, bolt eyes, eyenuts, strain-load plates, lag screws, guy clamps, fasteners, hooks, shims, and clevises shall be used wherever required to support and to protect poles, brackets, crossarms, guy wires, and insulators.

2.5.3 Guy Assemblies

Guy assemblies shall be aluminum-clad steel in accordance with ASTM B 416 or zinc-coated steel in accordance with ASTM A 475. Guy assemblies, including insulators and attachments, shall provide a strength exceeding the required guy strength. Three-eye thimbles shall be provided on anchor rods to permit attachment of individual primary, secondary, and communication down guys. Anchors shall provide adequate strength to support all loads. Guy strand shall be 7 strand. Guy material shall be Class 30 EHS zinc-coated-steel extra-high-strength or aluminum-clad-steel- strand, with a minimum breaking strength not less than 26.7 kN (6000 pounds), except where two or more guys are used to provide the required strength. Guy rods shall be not less than 2.4 m (8 feet) in length by 19.1 mm (3/4 inch) in diameter.

- 2.6 [Enter Appropriate Subpart Title Here]
- 2.7 FUSES AND SWITCHES, MEDIUM-VOLTAGE

2.7.1 Fuse Cutouts

Medium-voltage fuses and cutouts shall comply with NEMA SG 2 and shall be

of the loadbreak open type construction rated 15 kV and of the heavy duty type. Open-link cut-outs are not acceptable. Fuses shall be either indicating or dropout type. Fuse ratings shall be as indicated. Fuse cutouts shall be equipped with mounting brackets suitable for the indicated installations.

2.8 SURGE ARRESTERS

Surge arresters shall comply with NEMA LA 1 and IEEE C62.1, IEEE C62.2, and IEEE C62.11, and shall be provided for protection of aerial-to-underground transitions. Arresters shall be distribution class, rated as shown. Arresters shall be equipped with mounting brackets suitable for the indicated installations. Arresters shall be of the metal-oxide varistor type suitable for outdoor installations.

2.9 GROUNDING AND BONDING

2.9.1 Driven Ground Rods

Ground rods shall be of copper-clad steel conforming to UL 467 not less than 19.1 mm (3/4 inch)in diameter by 3.1 meter(10 feet)in length of the sectional type driven full length into the earth.

2.9.2 Grounding Conductors

Grounding conductors shall be bare, except where installed in conduit with associated phase conductors. Insulated conductors shall be of the same material as the phase conductors and green color-coded, except that conductors shall be rated no more than 600 volts. Bare conductors shall be ASTM B 8 soft-drawn unless otherwise indicated. Aluminum is not acceptable.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Equipment and devices shall be installed and energized in accordance with the manufacturer's published instructions. Circuits installed in conduits or underground and splices and terminations for medium-voltage cable shall conform to the requirements of Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

3.1.1 Conformance to Codes

The installation shall comply with the requirements and recommendations of IEEE C2 for medium loading districts, Grade B construction. No reduction in clearance shall be made. The installation shall also comply with the applicable parts of NFPA 70.

3.1.2 Verification of Dimensions

The Contractor shall become familiar with details of the work, shall verify dimensions in the field, and shall notify the Contracting Officer of any discrepancy before performing any work.

3.2 POLE INSTALLATION

Joint-use electric/roadway-lighting poles for overhead electric and communication lines shall be wood poles. Provision for communication services is required on pole-line construction, except where specifically noted otherwise. A vertical pole space of not less than 600 mm (2 feet) shall be reserved at all locations.

3.2.1 Wood Pole Setting

Wood Pole Setting: Wood poles shall be set straight and firm. In normal firm ground, minimum pole-setting depths shall be as listed in Table II. In rocky or swampy ground, pole-setting depths shall be decreased or increased respectively in accordance with the local utility's published standards and as approved. In swampy or soft ground, a bog shoe shall be used where support for a pole is required. Poles in straight runs shall be in a straight line. Curved poles shall be placed with curvatures in the direction of the pole line. Poles shall be set to maintain as even a grade as practicable. When the average ground run is level, consecutive poles shall not vary more than 1.5 m in height. When the ground is uneven, poles differing in length shall be kept to a minimum by locating poles to avoid the highest and lowest ground points. If it becomes necessary to shorten a pole, a piece shall be sawed off the top end and roofed. If any pole is shortened after treatment, the shortened end of the pole shall be given an application of hot preservative. Where poles are set on hilly terrain, along edges of cuts or embankments, or where soil may be washed out, special precautions shall be taken to ensure durable pole foundations, and the setting depth shall be measured from the lower side of the pole. Holes shall be dug large enough to permit proper use of tampers to the full depth of a hole. Earth shall be placed into the hole in 300 mm maximum layers, then thoroughly tamped before the next layer is placed. Surplus earth shall be placed around each pole in a conical shape and packed tightly to drain water away from poles.

TABLE II
MINIMUM POLE-SETTING DEPTH (METERS)

Length Overall Meters	Straight Lines	Curves, Corners, and Points of Extra Strain
6.1	1.5	1.5
7.6	1.7	1.7
9.2	1.7	1.7
10.7	1.8	1.8
12.2	1.8	1.8
13.7	2.0	2.1
15.2	2.1	2.3
16.7	2.3	2.5
18.3	2.5	2.6
19.8	2.6	2.6
21.3	2.8	2.9

TABLE II
MINIMUM POLE-SETTING DEPTH (METERS)

		Curves,
Length		Corners, and
Overall	Straight	Points of
Meters	Lines	Extra Strain
22.9	2.9	3.0
24.4	3.0	3.2
25.9	3.2	3.3
27.4	3.3	3.5
28.9	3.5	3.7
30.5	3.7	3.8

3.3 CROSSARM MOUNTING

3.3.1 Equipment Arms

Equipment arms shall be set parallel or at right angles to lines as required to provide climbing space. Equipment arms shall be located below line construction to provide necessary wire and equipment clearances.

3.4 GUY INSTALLATION

Guys shall be provided where shown, with loads and strengths as indicated, and wherever conductor tensions are not balanced, such as at angles, corners, and dead-ends. Where a single guy will not provide the required strength, two or more guys shall be provided. Where guys are wrapped around poles, at least two guy hooks shall be provided and pole shims shall be provided where guy tension exceeds 27 kN (6000 pounds). Guy clamps 152.4 mm (6 inches) in length with three 15.9 mm (5/8 inch) bolts, or offset-type quy clamps, or approved quy grips shall be provided at each quy terminal. Guy-strain insulators shall be provided in each guy for wood poles. Multiple-helix screw anchors shall be provided in marshy ground; rock anchors shall be installed in rock at right angles to guys, elsewhere anchors shall be of an expanding type, except that power installed screw anchors of equivalent holding power are acceptable. A half-round yellow polyvinyl, fiberglass, or other suitable plastic guy marker, not less than 2.4 m (8 feet) in length, shall be provided at the anchor end of each guy , securely clamped to the guy or anchor at the bottom and top of the marker. Holding capacities for down guys shall be based on a lead angle of [45 degrees] .

3.5 CONDUCTOR INSTALLATION

3.5.1 Connectors and Splices

Connectors and splices shall be mechanically and electrically secure under tension and shall be of the nonbolted compression type. The tensile strength of any splice shall be not less than the rated breaking strength of the conductor. Splice materials, sleeves, fittings, and connectors shall be noncorrosive and shall not adversely affect conductors.

Aluminum-composition conductors shall be wire brushed and an oxide inhibitor applied before making a compression connection. Connectors which are factory-filled with an inhibitor are acceptable. Inhibitors and compression tools shall be of types recommended by the connector manufacturer. Primary line apparatus taps shall be by means of hot line clamps attached to compression type bail clamps (stirrups). Low-voltage connectors for copper conductors shall be of the solderless pressure type. Noninsulated connectors shall be smoothly taped to provide a waterproof insulation equivalent to the original insulation, when installed on insulated conductors. On overhead connections of aluminum and copper, the aluminum shall be installed above the copper.

3.6 CONNECTIONS TO UTILITY LINES

The Contractor shall coordinate the work with the Contracting Officer and shall provide for final connections to the electric lines.

3.7 CONNECTIONS BETWEEN AERIAL AND UNDERGROUND SYSTEMS

Connections between aerial and underground systems shall be made as shown. Underground cables shall be extended up poles in conduit to cable terminations. Conduits shall be secured to poles by conduit supports spaced not more than 3 m apart and with one support not more than 300 mm from any bend or termination. Cables shall be supported by devices separate from the conduit , near their point of exit from the riser conduit or guard. Risers shall be equipped with bushings to protect cables.

3.8 GROUNDING

Noncurrent-carrying metal parts of equipment and conductor assemblies, such as luminaires, medium-voltage cable terminations and messengers, and other noncurrent-carrying metal items shall be grounded. Additional grounding of equipment, neutral, and surge arrester grounding systems shall be installed at poles where indicated.

3.8.1 Grounding Electrodes

Grounding electrodes shall be installed as follows:

- a. Driven rod electrodes Unless otherwise indicated, ground rods shall be located approximately 900 mm out from base of the pole and shall be driven into the earth until the tops of the rods are approximately 300 mm below finished grade. Multiple rods shall be evenly spaced at least 3 m apart and connected together 600 mm below grade with a minimum No.6 bare copper conductor.
- b. Ground Resistance The maximum resistance of a driven ground rod shall not exceed 25 ohms under normally dry conditions. Whenever the required ground resistance is not met, provide additional electrodes interconnected with grounding conductors, to achieve the specified ground resistance. The additional electrodes will be up to three, 3 m (10 feet) rods spaced a minimum of 3 m (10 feet) apart. In high ground resistance, UL listed chemically charged ground rods may be used. If the resultant resistance

exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notifies immediately. Connections below grade shall be fusion welded. Connections above grade shall be fusion welded or shall use UL 467 approved connectors.

3.8.2 Grounding and Bonding Connections

Connections above grade shall be made by the fusion-welding process or with bolted solderless connectors in compliance with UL 467, and those below grade shall be made by a fusion-welding process. Where grounding conductors are connected to aluminum-composition conductors, specially treated or lined copper-to-aluminum connectors suitable for this purpose shall be used.

3.9 FIELD TESTING

3.9.1 General

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 7 days prior to conducting tests. The Contractor shall furnish materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. Field reports will be signed and dated by the Contractor.

3.9.2 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.9.3 Ground-Resistance Tests

The resistance of each grounding electrode system shall be measured using the fall-of-potential method defined in IEEE Std 81. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes shall be provided.

3.9.4 Operating Tests

After the installation is completed, and at such time as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the specified requirements. An operating test report shall be submitted in accordance with paragraph SUBMITTALS.

3.10 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

-- End of Section --

SECTION 16375

ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND 11/92

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C12.4	(1984; R 1996) Mechanical Demand Registers
ANSI C12.10	(1987) Electromechanical Watthour Meters
ANSI C12.11	(1987; R 1993) Instrument Transformers for Revenue Metering, 10 kV BIL through 350 kV BIL (0.6 kV NSV through 69 kV NSV)
ANSI C57.12.13	(1982) Conformance Requirements for Liquid-Filled Transformers Used in Unit Installations, Including Unit Substations
ANSI C57.12.21	(1995) Requirements for Pad-Mounted, Compartmental-Type, Self-Cooled, Single-Phase Distribution Transformers with High-Voltage Bushings; (High-Voltage, 34 500 Grd Y/19 920 Volts and Below; Low-Voltage, 240/120; 167 kVA and Smaller)
ANSI C57.12.26	(1993) Pad-Mounted Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers for Use with Separable Insulated High-Voltage Connectors, High-Voltage, 34 500 Grd Y/19 920 Volts and Below; 2500 kVa and Smaller
ANSI C80.1	(1995) Rigid Steel Conduit - Zinc Coated
ANSI C119.1	(1986) Sealed Insulated Underground Connector Systems Rated 600 Volts
ANSI 05.1	(1992) Specifications and Dimensions for Wood Poles

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 123/A 123M	(1997a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(1995) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM B 3	(1995) Soft or Annealed Copper Wire
ASTM B 8	(1993) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B 117	(1997) Operating Salt Spray (Fog) Apparatus
ASTM B 231	(1995) Concentric-Lay-Stranded Aluminum 1350 Conductors
ASTM B 496	(1992) Compact Round Concentric-Lay-Stranded Copper Conductors
ASTM D 923	(1991) Sampling Electrical Insulating Liquids
ASTM D 1654	(1992) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
ASTM D 4059	(1996) Analysis of Polychlorinated Biphenyls in Insulating Liquids by Gas Chromatography
ASSOCIATION OF EDISON I	LLUMINATING COMPANIES (AEIC)
AEIC CS6	(1996) Ethylene Propylene Rubber Insulated Shielded Power Cables Rated 5 Through 69 kV
INSTITUTE OF ELECTRICAL	AND ELECTRONICS ENGINEERS (IEEE)
IEEE C2	(1997) National Electrical Safety Code
IEEE ANSI/IEEE C57.12.00	(1993) IEEE Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers
IEEE ANSI/IEEE C57.13	(1993) Instrument Transformers
IEEE C62.1	(1989; R 1994) Surge Arresters for AC Power Circuits
IEEE C62.2	(1987; R 1994) Guide for the Application of Gapped Silicon-Carbide Surge Arresters for Alternating Current Systems
IEEE C62.11	(1993) IEEE Standard Metal-Oxide Surge

	Arresters for AC Power Circuits
IEEE Std 48	(1996) Standard Test Procedures and Requirements for Alternating-Current Cable Terminations 2.5 kV through 765 kV
IEEE Std 81	(1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)
IEEE Std 100	(1996) IEEE Standard Dictionary of Electrical and Electronics Terms
IEEE Std 386	(1995) Separable Insulated Connector Systems for Power Distribution Systems Above 600V
IEEE Std 404	(1993; errata) Cable Joints for Use with Extruded Dielectric Cable Rated 5000 V through 138 000 V and Cable Joints for Use with Laminated Dielectric Cable Rated 2500 V Through 500 000 V
IEEE Std 592	(1990; R 1996) Exposed Semiconducting Shields on Premolded High Voltage Cable Joints and Separable Insulated Connectors
NATIONAL ELECTRICAL MAN	NUFACTURERS ASSOCIATION (NEMA)
NEMA FB 1	(1993) Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies
NEMA LA 1	(1992) Surge Arresters
NEMA TC 6	(1990) PVC and ABS Plastic Utilities Duct for Underground Installation
NEMA WC 8	(1991; Rev 1; Rev 2) Ethylene-Propylene-Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
NATIONAL FIRE PROTECTION	ON ASSOCIATION (NFPA)
NFPA 70	(1999) National Electrical Code
UNDERWRITERS LABORATOR	IES (UL)
UL 6	(1997) Rigid Metal Conduit
UL 467	(1993; Rev thru Aug 1996) Grounding and Bonding Equipment

UL 486A	(1997) Wire Connectors and Soldering Lugs for Use with Copper Conductors
UL 486B	(1997; Rev Jun 1997) Wire Connectors for Use with Aluminum Conductors
UL 510	(1994; Rev thru Nov 1997) Polyvinyl Chloride, Polyethylene and Rubber Insulating Tape
UL 514A	(1996; Rev Jul 1998) Metallic Outlet Boxes
UL 651	(1995; Rev thru Oct 1998) Schedule 40 and 80 Rigid PVC Conduit

1.2 GENERAL REQUIREMENTS

1.2.1 Terminology

Terminology used in this specification is as defined in IEEE Std 100.

1.3 SUBMITTALS

Governmental approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Manufacturer's Catalog Data; FIO.

Catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material, Equipment, and Fixture Lists; FIO.

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each such item.

Installation Procedures; FIO.

As a minimum, installation procedures for transformers,, and medium-voltage cable terminations and splices.

Procedures shall include cable pulling plans, diagrams, instructions, and precautions required to install, adjust, calibrate, and test the devices and equipment.

SD-04 Drawings

Electrical Distribution System; FIO.

Detail drawings consisting of equipment drawings, illustrations, schedules, instructions, diagrams manufacturers standard installation drawings and other information necessary to define the installation and enable the Government to check conformity with the requirements of the contract drawings.

If departures from the contract drawings are deemed necessary by the Contractor, complete details of such departures shall be included with the detail drawings. Approved departures shall be made at no additional cost to the Government.

Detail drawings shall show how components are assembled, function together and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall consist of the following:

- a. Detail drawings showing physical arrangement, construction details, connections, finishes, materials used in fabrication, provisions for conduit or busway entrance, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. All optional items shall be clearly identified as included or excluded.
- b. Internal wiring diagrams of equipment showing wiring as actually provided for this project. External wiring connections shall be clearly identified.

Detail drawings shall as a minimum depict the installation of the following items:

- a. Medium-voltage cables and accessories including cable installation plan.
- b. Transformers.
- c. Surge arresters.

As-Built Drawings; GA.

The as-built drawings shall be a record of the construction as installed. The drawings shall include the information shown on the contract drawings as well as deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be a full sized set of prints marked to reflect deviations, modifications, and changes. The

as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall provide three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction. The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within 10 calendar days from the time the drawings are returned to the Contractor.

SD-09 Reports

Factory Test; FIO.

Certified factory test reports shall be submitted when the manufacturer performs routine factory tests, including tests required by standards listed in paragraph REFERENCES. Results of factory tests performed shall be certified by the manufacturer, or an approved testing laboratory, and submitted within 7 days following successful completion of the tests. The manufacturer's pass-fail criteria for tests specified in paragraph FIELD TESTING shall be included.

Field Testing; FIO.

A proposed field test plan,20 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits.

Test Reports; FIO.

Six copies of the information described below in 215.9 by 279.4 mm (8-1/2 by 11 inch) binders having a minimum of three rings, including a separate section for each test. Sections shall be separated by heavy plastic dividers with tabs.

- a. A list of equipment used, with calibration certifications.
- b. A copy of measurements taken.
- c. The dates of testing.
- d. The equipment and values to be verified.
- e. The condition specified for the test.
- f. The test results, signed and dated.
- g. A description of adjustments made.

Cable Installation Reports; FIO.

Six copies of the information described below in 215.9 by 279.4 mm (8-1/2 by 11 inch) binders having a minimum of three rings from which material may readily be removed and replaced, including a separate section for each cable pull. Sections shall be separated by heavy plastic dividers with tabs, with all data sheets signed and dated by the person supervising the pull.

- a. Site layout drawing with cable pulls numerically identified.
- b. A list of equipment used, with calibration certifications. The manufacturer and quantity of lubricant used on pull.
- c. The cable manufacturer and type of cable.
- d. The dates of cable pulls, time of day, and ambient temperature.
- e. The length of cable pull and calculated cable pulling tensions.
- f. The actual cable pulling tensions encountered during pull.

SD-13 Certificates

Materials and Equipment; FIO.

Where materials or equipment are specified to conform to the standards of the Underwriters Laboratories (UL) or to be constructed or tested, or both, in accordance with the standards of the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers (IEEE), or the National Electrical Manufacturers Association (NEMA), the Contractor shall submit proof that the items provided conform to such requirements. The label of, or listing by, UL will be acceptable as evidence that the items conform. Either a certification or a published catalog specification data statement, to the effect that the item is in accordance with the referenced ANSI or IEEE standard, will be acceptable as evidence that the item conforms. A similar certification or published catalog specification data statement to the effect that the item is in accordance with the referenced NEMA standard, by a company listed as a member company of NEMA, will be acceptable as evidence that the item conforms. In lieu of such certification or published data, the Contractor may submit a certificate from a recognized testing agency equipped and competent to perform such services, stating that the items have been tested and that they conform to the requirements listed, including methods of testing of the specified agencies. Compliance with above-named requirements does not relieve the Contractor from compliance with any other requirements of the specifications.

Cable Splicer Qualification; FIO.

A certification that contains the names and the qualifications of people recommended to perform the splicing and termination of medium-voltage cables approved for installation under this contract. The certification shall indicate that any person recommended to perform actual splicing and terminations has been adequately trained in the proper techniques and have

had at least three recent years of experience in splicing and terminating the same or similar types of cables approved for installation. In addition, any person recommended by the Contractor may be required to perform a practice splice and termination, in the presence of the Contracting Officer, before being approved as a qualified installer of medium-voltage cables. If that additional requirement is imposed, the Contractor shall provide short sections of the approved types of cables along with the approved type of splice and termination kits, and detailed manufacturer's instruction for the proper splicing and termination of the approved cable types.

Cable Installer Qualifications; FIO.

The Contractor shall provide at least one onsite person in a supervisory position with a documentable level of competency and experience to supervise all cable pulling operations. A resume shall be provided showing the cable installers' experience in the last three years, including a list of references complete with points of contact, addresses and telephone numbers.

SD-19 OPERATION AND MAINTENANCE MANUALS

Electrical Distribution System; GA.

Six copies of operation and maintenance manuals, within 7 calendar days following the completion of tests and including assembly, installation, operation and maintenance instructions, spare parts data which provides supplier name, current cost, catalog order number, and a recommended list of spare parts to be stocked. Manuals shall also include data outlining detailed procedures for system startup and operation, and a troubleshooting guide which lists possible operational problems and corrective action to be taken. A brief description of all equipment, basic operating features, and routine maintenance requirements shall also be included. Documents shall be bound in a binder marked or identified on the spine and front cover. A table of contents page shall be included and marked with pertinent contract information and contents of the manual. Tabs shall be provided to separate different types of documents, such as catalog ordering information, drawings, instructions, and spare parts data. Index sheets shall be provided for each section of the manual when warranted by the quantity of documents included under separate tabs or dividers.

Three additional copies of the instructions manual shall be provided within 30 calendar days following the manuals.

1.4 DELIVERY, STORAGE, AND HANDLING

Devices and equipment shall be visually inspected by the Contractor when received and prior to acceptance from conveyance. Stored items shall be protected from the environment in accordance with the manufacturer's published instructions. Damaged items shall be replaced. Oil filled transformers shall be stored in accordance with the manufacturer's requirements. Wood poles held in storage for more than 2 weeks shall be stored in accordance with ANSI 05.1. Handling of wood poles shall be in accordance with ANSI 05.1, except that pointed tools capable of producing

indentations more than 25 mm in depth shall not be used. Metal poles shall be handled and stored in accordance with the manufacturer's instructions.

1.5 EXTRA MATERIALS

One additional spare fuse or fuse element for each furnished fuse or fuse element shall be delivered to the contracting officer when the electrical system is accepted. Two complete sets of all special tools required for maintenance shall be provided, complete with a suitable tool box. Special tools are those that only the manufacturer provides, for special purposes (to access compartments, or operate, adjust, or maintain special parts).

PART 2 PRODUCTS

2.1 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.2 NAMEPLATES

2.2.1 General

Each major component of this specification shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a nameplate securely attached to the equipment. Nameplates shall be made of noncorrosive metal. Equipment containing liquid dielectrics shall have the type of dielectric on the nameplate. As a minimum, nameplates shall be provided for transformers.

2.2.2 Liquid-Filled Transformer Nameplates

Power transformers shall be provided with nameplate information in accordance with IEEE ANSI/IEEE C57.12.00. Nameplates shall indicate the number of liters and composition of liquid-dielectric, and shall be permanently marked with a statement that the transformer dielectric to be supplied is non-polychlorinated biphenyl. If transformer nameplate is not so marked, the Contractor shall furnish manufacturer's certification for each transformer that the dielectric is non-PCB classified, with less than 2 ppm PCB content in accordance with paragraph LIQUID DIELECTRICS. Certifications shall be related to serial numbers on transformer nameplates. Transformer dielectric exceeding the 2 ppm PCB content or transformers without certification will be considered as PCB insulated and will not be accepted.

2.3 CORROSION PROTECTION

2.3.1 Aluminum Materials

Aluminum shall not be used.

2.3.2 Ferrous Metal Materials

2.3.2.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

2.3.2.2 Equipment

Equipment and component items, including but not limited to transformer stations and ferrous metal luminaries not hot-dip galvanized or porcelain enamel finished, shall be provided with corrosion-resistant finishes which shall withstand 480 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1.6 mm (1/16 inch) from the test mark. The scribed test mark and test evaluation shall be in accordance with ASTM D 1654 with a rating of not less than 7 in accordance with TABLE 1, (procedure A). Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with a zinc rich paint conforming to the manufacturer's standard.

2.4 CABLES

Cables shall be single conductor type unless otherwise indicated.

2.4.1 Medium-Voltage Cables

2.4.1.1 General

Cable construction shall be Type MV, conforming to NFPA 70 and UL 1072 Cables shall be manufactured for use in ductapplications as indicated.

2.4.1.2 Ratings

Cables shall be rated for a circuit voltageof15 kVas indicated.

2.4.1.3 Conductor Material

Underground cables shall be soft drawn copper complying with ASTM B 3 and ASTM B 8 for regular concentric and compressed stranding or ASTM B 496 for compact stranding.

2.4.1.4 Insulation

Cable insulation shall be ethylene-propylene-rubber (EPR) insulation conforming to the requirements of NEMA WC 8 and AEIC CS6. A 133 percent insulation level shall be used on the 15 kV rated cables.

2.4.1.5 Shielding

Cables rated for 2 kV and above shall have a semiconducting conductor shield, a semiconducting insulation shield, and an overall copper tape shield for each phase. The shield tape shall be sized to meet IEEE C2 requirements for a ground fault availability of 10,000 amperes.

2.4.1.6 Neutrals

Neutral conductors of shall be copper. employing the same insulation and jacket materials as phase conductors, except that a 600-volt insulation rating is acceptable.

2.4.1.7 Jackets

Cables shall be provided with a PVC.

2.4.2 Low-Voltage Cables

Cables shall be rated 600 volts and shall conform to the requirements of NFPA 70, and must be UL listed for the application or meet the applicable section of either ICEA or NEMA standards.

2.4.2.1 Conductor Material

Underground cables shall beannealed copper complying with ASTM B 3 and ASTM B 8. Intermixing of copper and aluminum conductors is not permitted.

2.4.2.2 Insulation

Insulation must be in accordance with NFPA 70, and must be UL listed for the application or meet the applicable sections of either ICEA, or NEMA standards.

2.4.2.3 In Duct

Cables shall be single-conductor cable, in accordance with NFPA 70.

2.5 CABLE JOINTS, TERMINATIONS, AND CONNECTORS

2.5.1 Medium-Voltage Cable Joints

Medium-voltage cable joints shall comply with IEEE Std 404 and IEEE Std 592. Medium-voltage cable terminations shall comply with IEEE Std 48. Joints shall be the standard products of a manufacturer and shall be either of the factory preformed type or of the kit type containing tapes and other required parts. Joints shall have ratings not less than the ratings of the cables on which they are installed. Splice kits may be of the heat-shrinkable, of the premolded splice and connector type, the conventional taped type, or the resin pressure-filled overcast taped type. Joints used in manholes, handholes, vaults and pull boxes shall be certified by the manufacturer for waterproof, submersible applications.

2.5.2 Medium-Voltage Separable Insulated Connectors

Separable insulated connectors shall comply with IEEE Std 386 and IEEE Std 592 and shall be of suitable construction or standard splice kits shall be used. Separable insulated connectors are acceptable for voltages up to 35 kV. Connectors shall be of the loadbreak type as indicated, of suitable construction for the application and the type of cable connected, and shall

include cable shield adaptors. Separable insulated connectors shall not be used as substitutes for conventional permanent splices. External clamping points and test points shall be provided.

2.5.3 Low-Voltage Cable Splices

Low-voltage cable splices and terminations shall be rated at not less than 600 Volts. Splices in conductors No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A. Splices in conductors No. 8 AWG and larger shall be made with noninsulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A and UL 486B. Splices shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket. Splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.

2.5.4 Terminations

Terminations shall be in accordance with IEEE Std 48, Class 1 of the wet-process porcelain. Terminations, where required, shall be provided with mounting brackets suitable for the intended installation and with grounding provisions for the cable shielding, metallic sheath, and armor.

2.5.4.1 Factory Preformed Type

Wet-process porcelain, terminations shall utilize factory preformed components to the maximum extent practicable rather than tape build-up. Terminations shall have basic impulse levels as required for the system voltage level. Leakage distances shall comply with wet withstand voltage test requirements of IEEE Std 48 for the next higher Basic Insulation Level (BIL)level. Anti-tracking tape shall be applied over exposed insulation of preformed molded elastomer terminations.

2.5.4.2 Taped Terminations

Taped terminations shall use standard termination kits providing terminal connectors, field-fabricated stress cones, and rain hoods. Terminations shall be at least 315 mm long from the end of the tapered cable jacket to the start of the terminal connector, or not less than the kit manufacturer's recommendations, whichever is greater.

2.6 CONDUIT AND DUCTS

Ducts shall be single, round-bore type, with wall thickness and fittings suitable for the application. Duct lines shall be concrete-encased, thin-wall type where indicated. Duct lines shall be nonencased direct-burial, thick-wall type where indicated.

2.6.1 Metallic Conduit

Rigid galvanized steel conduit shall comply with UL 6 and ANSI C80.1.

Metallic conduit fittings and outlets shall comply with UL 514A and NEMA FB 1.

2.6.2 Nonmetallic Ducts

2.6.2.1 Concrete Encased Ducts

UL 651 Schedule 40 or NEMA TC 6 Type EB.

2.6.2.2 Direct Burial

UL 651Schedule 80, or NEMA TC 6 Type DB.

2.6.3 Conduit Sealing Compound

Compounds for sealing ducts and conduit shall have a putty-like consistency workable with the hands at temperatures as low as 2 degrees C (35 degrees F), shall neither slump at a temperature of 150 degrees C (300 degrees F), nor harden materially when exposed to the air. Compounds shall adhere to clean surfaces of fiber or plastic ducts; metallic conduits or conduit coatings; concrete, masonry, or lead; any cable sheaths, jackets, covers, or insulation materials; and the common metals. Compounds shall form a seal without dissolving, noticeably changing characteristics, or removing any of the ingredients. Compounds shall have no injurious effect upon the hands of workmen or upon materials.

2.7 TRANSFORMERS

Transformers shall be of the outdoor type having the ratings and arrangements indicated. Medium-voltage ratings of cable terminations shall be 15 kV between phases for 133 percent insulation level.

2.7.1 Pad-Mounted Transformers

Pad-mounted transformers shall comply with ANSI C57.12.26 and shall be of the radial type. Pad-mounted transformer stations shall be assembled and coordinated by one manufacturer and each transformer station shall be shipped as a complete unit so that field installation requirements are limited to mounting each unit on a concrete pad and connecting it to primary and secondary lines. Stainless steel pins and hinges shall be provided. Barriers shall be provided between high- and low-voltage compartments. High-voltage compartment doors shall be interlocked with low-voltage compartment doors to prevent access to any high-voltage section unless its associated low-voltage section door has first been opened. Compartments shall be sized to meet the specific dimensional requirements of ANSI C57.12.26. Pentahead locking bolts shall be provided with provisions for a padlock.

2.7.1.1 High-Voltage Compartments

The high-voltage compartment shall be dead-front construction. Primary switching and protective devices shall include loadbreak switching, oil-immersed, bayonet-type, overload fuse in series with a partial range current-limiting fuse, medium-voltage separable loadbreak connectors,

universal bushing wells and inserts or integral one piece bushings and surge arresters. Fuses shall comply with the requirements of paragraph METERING AND PROTECTIVE DEVICES. The switch shall be mounted inside transformer tank with switch operating handle located in high-voltage compartment and equipped with metal loop for hook stick operation. Fuses shall be interlocked with switches so that fuses can be removed only when the associated switch is in the "OPEN" position. Adjacent to medium-voltage cable connections, a nameplate or equivalent stencilled inscription shall be provided inscribed "DO NOT OPEN CABLE CONNECTORS UNLESS SWITCH IS OPEN." Surge arresters shall be fully insulated and configured to terminate onthe same bushing as the primary cable by means of a loadbreak, feed-through bushing insert.

2.7.1.2 Load-Break Switch

Radial-feed oil-immersed type rated at $15~\mathrm{kV}$, $95~\mathrm{kV}$ BIL, with a continuous current rating and load-break rating of $200~\mathrm{ampere}$, and a make-and-latch rating of $10,000~\mathrm{rms}$ amperes symmetrical. Locate the switch handle in the high-voltage compartment.

2.7.1.3 Transformer Tank Sections

Transformers shall comply with IEEE ANSI/IEEE C57.12.00, ANSI C57.12.21, and ANSI C57.12.26 and shall be of the less-flammable, liquid-insulated type with high molecular-weight hydrocarbon. Transformers shall be suitable for outdoor use and shall have 2 separate windings per phase. Standard NEMA primary taps shall be provided. Where primary taps are not specified, 4, 2-1/2 percent rated kVA high-voltage taps shall be provided 2 above and 2 below rated, primary voltage. Operating handles for primary tap changers for de-energized operation shall be located within high-voltage compartments, externally to transformer tanks. Adjacent to the tap changer operating handle, a nameplate or equivalent stenciled inscription shall be provided and inscribed "DO NOT OPERATE UNDER LOAD." Transformer ratings at 60 Hz shall be as follows:

Three-phase capacity
Impedance
Temperature Rise
High-voltage winding
High-voltage winding connectionsdelta.
Low-voltage winding
Low-voltage winding connections Wye

2.7.1.4 Low-Voltage Cable Compartments

8 hole spade bushings shall be provided for each phase and neutral

conductor terminations, suitable for copper conductors entering from below, and provided as necessary.

2.7.1.5 Accessories

High-voltage warning signs shall be permanently attached to each side of transformer stations. Voltage warning signs shall comply with IEEE C2. Copper-faced steel or stainless steel ground connection pads shall be provided in both the high- and low-voltage compartments. Dial-type thermometer, liquid-level gauge, and drain valve with built-in sampling device shall be provided for each transformer station. Insulated-bushing-type parking stands shall be provided adjacent to each separable load-break elbow to provide for cable isolation during sectionalizing operations.

2.8 METERING AND PROTECTIVE DEVICES

2.8.1 Instrument Transformers

2.8.1.1 General

Instrument transformers shall comply with ANSI C12.11 and IEEE ANSI/IEEE C57.13. Instrument transformers shall be configured for mounting in/on the device to which they are applied. Polarity marks on instrument transformers shall be visually evident and shown on drawings.

2.8.2 Watthour Meters

Watthour meters shall conform to ANSI C12.10, except numbered terminal wiring sequence and case size may be the manufacturer's standard. Watthour meters shall be of the socket mounted outdoor type having a15 minute, cumulative form, demand register meeting ANSI C12.4 and provided with not less than 2-1/2 stators. Watthour demand meters shall have factory-installed electronic pulse initiators. Pulse initiators shall be solid-state devices incorporating light-emitting diodes, phototransistors, and power transistors, except that mercury-wetted output contacts are acceptable. Initiators shall be totally contained within watthour demand meter enclosures, shall be capable of operating up to speeds of 500 pulses per minute with no false pulses, and shall require no field adjustments. Initiators shall be calibrated for a pulse rate output of 1 pulse per 1/4 disc revolution of the associated meter and shall be compatible with the indicated equipment.

2.9 SURGE ARRESTERS

Surge arresters shall comply with NEMA LA 1, IEEE C62.1, IEEE C62.2, and IEEE C62.11 and shall be provided where indicated. Arresters shall be intermediatedistribution class, rated as shown. Arresters for use at elevations in excess of 1.8 km (6000 feet) above mean sea level shall be specifically rated for that purpose. Arresters shall be equipped with mounting brackets suitable for the indicated installations. Arresters shall be of the metal-oxide varistor type.

2.10 GROUNDING AND BONDING

2.10.1 Driven Ground Rods

Ground rods shall be copper-clad steel conforming to UL 467 not less than 19 mm in diameter by 3.1 m in length. Sectional type rods may be used.

2.10.2 Grounding Conductors

Grounding conductors shall be bare, except where installed in conduit with associated phase conductors. Insulated conductors shall be of the same material as phase conductors and green color-coded, except that conductors shall be rated no more than 600 volts. Bare conductors shall be ASTM B 8 soft-drawn unless otherwise indicated. Aluminum is not acceptable.

2.11 CONCRETE AND REINFORCEMENT

Concrete work shall have minimum 20 MPa compressive strength and conform to the requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. Concrete reinforcing shall be as specified in Section 03200 CONCRETE REINFORCEMENT.

2.12 [Enter Appropriate Subpart Title Here]2.13 LIQUID DIELECTRICS

Liquid dielectrics for transformers shall be non-polychlorinated biphenyl (PCB) mineral-oil or less-flammable liquid as specified. Nonflammable fluids shall not be used. Tetrachloroethylene (perchloroethylene) and 1, 2, 4 trichlorobenzene fluids shall not be used. In lieu of the manufacturer's certification, the Contractor may submit a test sample of the dielectric in accordance with ASTM D 923 and have tests performed per ASTM D 4059 at a testing facility approved by the Contracting Officer. Equipment with test results indicating PCB level exceeding 2 ppm shall be replaced.

2.14 FACTORY TESTS

Factory tests shall be performed, as follows, in accordance with the applicable publications and with other requirements of these specifications. The Contracting Officer shall be notified at least 10 days before the equipment is ready for testing. The Contracting Officer reserves the right to witness the tests.

- a. Transformers: Manufacturer's standard routine design and other tests in accordance with IEEE ANSI/IEEE C57.12.00.
- b. Factory Preformed Terminations: Wet withstand voltage tests in accordance with IEEE Std 48 for the next higher BIL level.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Equipment and devices shall be installed and energized in accordance with the manufacturer's published instructions. Except as covered herein, excavation, trenching, and backfilling shall conform to the requirements of

Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Concrete work shall have minimum 20 MPa compressive strength and conform to the requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

3.1.1 Conformance to Codes

The installation shall comply with the requirements and recommendations of NFPA 70 and IEEE C2 as applicable.

3.1.2 Verification of Dimensions

The Contractor shall become familiar with details of the work, shall verify dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing any work.

3.1.3 Disposal of Liquid Dielectrics

PCB-contaminated dielectrics must be marked as PCB and transported to and incinerated by an approved EPA waste disposal facility. The Contractor shall furnish certification of proper disposal. Contaminated dielectrics shall not be diluted to lower the contamination level.

3.2 CABLE AND BUSWAY INSTALLATION

The Contractor shall obtain from the manufacturer an installation manual or set of instructions which addresses such aspects as cable construction, insulation type, cable diameter, bending radius, cable temperature, lubricants, coefficient of friction, conduit cleaning, storage procedures, moisture seals, testing for and purging moisture, etc. The Contractor shall then prepare a checklist of significant requirements which shall be submitted along with the manufacturers instructions in accordance with SUBMITTALS.

3.2.1 Cable Installation Plan and Procedure

Cable shall be installed strictly in accordance with the cable manufacturer's recommendations. Each circuit shall be identified by means of a fiber, laminated plastic, or non-ferrous metal tags, or approved equal, in each manhole, handhole, junction box, and each terminal. Each tag shall contain the following information; cable type, conductor size, circuit number, circuit voltage, cable destination and phase identification.

3.2.1.1 Cable Inspection

The cable reel shall be inspected for correct storage positions, signs of physical damage, and broken end seals. If end seal is broken, moisture shall be removed from cable in accordance with the cable manufacturer's recommendations.

3.2.1.2 Duct Cleaning

Duct shall be cleaned with an assembly that consists of a flexible mandrel (manufacturers standard product in lengths recommended for the specific

size and type of duct) that is 6.4 mm (1/4 inch) less than inside diameter of duct, 2 wire brushes, and a rag. The cleaning assembly shall be pulled through conduit a minimum of 2 times or until less than a volume of 131 cubic centimeters (8 cubic inches) of debris is expelled from the duct.

3.2.1.3 Duct Lubrication

The cable lubricant shall be compatible with the cable jacket for cable that is being installed. Application of lubricant shall be in accordance with lubricant manufacturer's recommendations.

3.2.1.4 Cable Installation

The Contractor shall provide a cable feeding truck and a cable pulling winch as required. The Contractor shall provide a pulling grip or pulling eye in accordance with cable manufacturer's recommendations. The pulling grip or pulling eye apparatus shall be attached to polypropylene or manilla rope followed by lubricant front end packs and then by power cables. A dynamometer shall be used to monitor pulling tension. Pulling tension shall not exceed cable manufacturer's recommendations. The Contractor shall not allow cables to cross over while cables are being fed into duct. For cable installation in cold weather, cables shall be kept at 10 degrees C (50 degrees F) temperature for at least 24 hours before installation.

3.2.1.5 Cable Installation Plan

The Contractor shall submit a cable installation plan for all cable pulls in accordance with the detail drawings portion of paragraph SUBMITTALS. Cable installation plan shall include:

- a. Site layout drawing with cable pulls identified in numeric order of expected pulling sequence and direction of cable pull.
- b. List of cable installation equipment.
- c. Lubricant manufacturer's application instructions.
- d. Procedure for resealing cable ends to prevent moisture from entering cable.
- e. Cable pulling tension calculations of all cable pulls.
- f. Cable percentage conduit fill.
- g. Cable sidewall thrust pressure.
- h. Cable minimum bend radius and minimum diameter of pulling wheels used.
- i. Cable jam ratio.
- j. Maximum allowable pulling tension on each different type and size of conductor.

k. Maximum allowable pulling tension on pulling device.

3.2.2 Duct Line

Medium-voltage cables and Low-voltage cables shall be installed in duct lines where indicated. Cable splices in low-voltage cables shall be made in handholes only, except as otherwise noted. Neutral and grounding conductors shall be installed in the same duct with their associated phase conductors.

3.3 CABLE JOINTS

Medium-voltage cable joints shall be made by qualified cable splicers only. Qualifications of cable splicers shall be submitted in accordance with paragraph SUBMITTALS. Shields shall be applied as required to continue the shielding system through each entire cable joint. Shields may be integrally molded parts of preformed joints. Shields shall be grounded at each joint or in accordance with manufacturer's recommended practice. Cable joints shall provide insulation and jacket equivalent to that of the associated cable. Armored cable joints shall be enclosed in compound-filled, cast-iron or alloy, splice boxes equipped with stuffing boxes and armor clamps of a suitable type and size for the cable being installed.

3.4 DUCT LINES

3.4.1 Requirements

Numbers and sizes of ducts shall be as indicated. Duct lines shall be laid with a minimum slope of 100 mm per 30 m. Depending on the contour of the finished grade, the high-point may be at a terminal. Short-radius manufactured 90-degree duct bends may be used only for pole or equipment risers, unless specifically indicated as acceptable. The minimum manufactured bend radius shall be 450 mm (18 inches) for ducts of less than 80 mm (3 inch) diameter, and 900 mm (36 inches) for ducts 80 mm (3 inches) or greater in diameter. Otherwise, long sweep bends having a minimum radius of 7.6 m shall be used for a change of direction of more than 5 degrees, either horizontally or vertically. Both curved and straight sections may be used to form long sweep bends, but the maximum curve used shall be 30 degrees and manufactured bends shall be used. Ducts shall be provided with end bells whenever duct lines terminate in manholes or handholes.

3.4.2 Treatment

Ducts shall be kept clean of concrete, dirt, or foreign substances during construction. Field cuts requiring tapers shall be made with proper tools and match factory tapers. A coupling recommended by the duct manufacturer shall be used whenever an existing duct is connected to a duct of different material or shape. Ducts shall be stored to avoid warping and deterioration with ends sufficiently plugged to prevent entry of any water or solid substances. Ducts shall be thoroughly cleaned before being laid. Plastic ducts shall be stored on a flat surface and protected from the direct rays of the sun.

3.4.3 Concrete Encasement

Ducts requiring concrete encasements shall comply with NFPA 70, except that electrical duct bank configurations for ducts 150 mm (6 inches) in diameter shall be determined by calculation and as shown on the drawings. The separation between adjacent electric power and communication ducts shall conform to IEEE C2. Duct line encasements shall be monolithic construction. Where a connection is made to a previously poured encasement, the new encasement shall be well bonded or doweled to the existing encasement. The Contractor shall submit proposed bonding method for approval in accordance with the detail drawing portion of paragraph SUBMITTALS. At any point, except railroad and airfield crossings, tops of concrete encasements shall be not less than the cover requirements listed in NFPA 70. At railroad and airfield crossings, duct lines shall be encased with concrete and reinforced as indicated to withstand specified surface loadings. Tops of concrete encasements shall be not less than 1.5 m below tops of rails or airfield paving unless otherwise indicated. Where ducts are jacked under existing pavement, rigid steel conduit will be installed because of its strength. To protect the corrosion-resistant conduit coating, predrilling or installing conduit inside a larger iron pipe sleeve (jack-and-sleeve) is required. For crossings of existing railroads and airfield pavements greater than 15 m in length, the predrilling method or the jack-and-sleeve method will be used. Separators or spacing blocks shall be made of steel, concrete, plastic, or a combination of these materials placed not farther apart than $1.2\ \mathrm{m}$ on centers. Ducts shall be securely anchored to prevent movement during the placement of concrete and joints shall be staggered at least 150 mm vertically.

3.4.4 Nonencased Direct-Burial

Top of duct lines shall be not less than 600 mm below finished grade and shall be installed with a minimum of 75 mm of earth around each duct, except that between adjacent electric power and communication ducts, 300 mm of earth is required. Bottoms of trenches shall be smooth and free of stones, soft spots, and sharp objects. Where bottoms of trenches comprise materials other than sand, a 75 mm layer of sand shall be laid first and compacted to approximate densities of surrounding firm soil before installing ducts. Joints in adjacent tiers of duct shall be vertically staggered at least1 50 mm. The first 150 mm layer of backfill cover shall be sand compacted as previously specified. The rest of the excavation shall be backfilled and compacted in 75 to 150 mm layers. Duct banks may be held in alignment with earth. However, high-tiered banks shall use a wooden frame or equivalent form to hold ducts in alignment prior to backfilling.

3.4.5 Installation of Couplings

Joints in each type of duct shall be made up in accordance with the manufacturer's recommendations for the particular type of duct and coupling selected and as approved.

3.4.5.1 Plastic Duct

Duct joints shall be made by brushing a plastic solvent cement on insides of plastic coupling fittings and on outsides of duct ends. Each duct and fitting shall then be slipped together with a quick 1/4-turn twist to set the joint tightly.

3.4.6 Duct Line Markers

A 4 mil minimum red colored polyethylene backing plastic tape, not less than 150 mm (6 inches) in width and suitably inscribed at not more than 3 m (10 feet) on centers (no metallic backing), shall be placed approximately 30 mm below finished grade levels of such lines along the full length of the concrete encased and direct buried ducts.

3.5 [Enter Appropriate Subpart Title Here]3.6 PAD-MOUNTED EQUIPMENT INSTALLATION

Pad-mounted equipment, shall be installed on concrete pads in accordance with the manufacturer's published, standard installation drawings and procedures, except that they shall be modified to meet the requirements of this document. Units shall be installed so that they do not damage equipment or scratch painted or coated surfaces. After installation, surfaces shall be inspected and scratches touched up with a paint or coating provided by the manufacturer especially for this purpose. Three-phase transformers shall be installed with XYZ phase sequence. Primary taps shall be set at 480 V.

3.6.1 Concrete Pads

3.6.1.1 Construction

Concrete pads for pad-mounted electrical equipment shall be poured-in-place. Pads shall be constructed as indicated, except that exact pad dimensions and mounting details are equipment specific and are the responsibility of the Contractor. Tops of concrete pads shall be level and shall project 100 mm above finished paving or grade and sloped to drain. Edges of concrete pads shall have 20 mm chamfer. Conduits for primary, secondary, and grounding conductors shall be set in place prior to placement of concrete pads. Where grounding electrode conductors are installed through concrete pads, PVC conduit sleeves shall be installed through the concrete to provide physical protection. To facilitate cable installation and termination, the concrete pad shall be provided with a rectangular hole below the primary and secondary compartments, sized in accordance with the manufacturer's recommended dimensions. Upon completion of equipment installation the rectangular hole shall be filled with masonry grout.

3.6.1.2 Concrete and Reinforcement

Concrete work shall have minimum 20 MPa compressive strength and comform to the requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. Concrete pad reinforcement shall be in accordance with Section 03200 CONCRETE REINFORCEMENT.

3.6.1.3 Sealing

When the installation is complete, the Contractor shall seal all conduit and other entries into the equipment enclosure with an approved sealing compound. Seals shall be of sufficient strength and durability to protect all energized live parts of the equipment from rodents, insects, or other foreign matter.

3.7 CONNECTIONS BETWEEN AERIAL AND UNDERGROUND SYSTEMS

Connections between aerial and underground systems shall be made as shown. Underground cables shall be extended up poles in conduit to cable terminations. Conduits shall be secured to the poles by 2-hole galvanized steel pipe straps spaced not more than 3 m apart and with 1 strap not more than 300 mm from any bend or termination. Cable guards shall be secured to poles in accordance with the manufacturer's published procedures. Conduits shall be equipped with bushings to protect cables and minimize water entry. Capnut potheads shall be used to terminate medium-voltage multiple-conductor cable. Cables shall be supported by devices separate from the conduit, near their point of exit from the conduit or guard.

3.8 GROUNDING

A ground ring consisting of the indicated configuration of bare copper conductors and driven ground rods shall be installed around pad-mounted equipment as shown. Equipment frames of metal-enclosed equipment, and other noncurrent-carrying metal parts, such as cable shields, cable sheaths and armor, and metallic conduit shall be grounded. Connections shall be as indicated on the drawings.

3.8.1 Grounding Electrodes

Grounding electrodes shall be installed as shown on the drawings and as follows:

- a. Driven rod electrodes Unless otherwise indicated, ground rods shall be driven into the earth until the tops of the rods are approximately 300 mm below finished grade.
- b. Ground ring A ground ring shall be installed as shown consisting of bare copper conductors installed 300 mm, plus or minus 75 mm, below finished top of soil grade. Ground ring conductors shall be sized as shown.
- c. Additional electrodes When the required ground resistance is not met, additional electrodes shall be provided interconnected with grounding conductors to achieve the specified ground resistance. The additional electrodes will be up to three, 3 m rods spaced a minimum of 3.7 m apart. In high ground resistance, UL listed chemically charged ground rods may be used. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately.

3.8.2 Grounding and Bonding Connections

Connections above grade shall be made by the fusion-welding process or with bolted solderless connectors, in compliance with UL 467, and those below grade shall be made by a fusion-welding process.

3.8.3 Grounding and Bonding Conductors

Grounding and bonding conductors include conductors used to bond transformer enclosures and equipment frames to the grounding electrode system. Grounding and bonding conductors shall be sized as shown, and located to provide maximum physical protection. Bends greater than 45 degrees in ground conductors are not permitted. Routing of ground conductors through concrete shall be avoided. When concrete penetration is necessary, nonmetallic conduit shall be cast flush with the points of concrete entrance and exit so as to provide an opening for the ground conductor, and the opening shall be sealed with a suitable compound after installation.

3.8.4 Surge Arrester Grounding

Surge arresters and neutrals shall be bonded directly to the transformer enclosure and then to the grounding electrode system with a bare copper conductor, sized as shown. Lead lengths shall be kept as short as practicable with no kinks or sharp bends.

3.8.5 Riser Pole Grounding

A single continuous vertical grounding electrode conductor shall be installed on each riser pole and connected directly to the grounding electrodes indicated on the drawings or required by these specifications. All equipment, neutrals, surge arresters, and items required to be grounded shall be connected directly to this vertical conductor. The grounding electrode conductor shall be sized as shown. Grounding electrode conductors shall be stapled to wood poles at intervals not exceeding 600 mm.

3.9 FIELD TESTING

3.9.1 General

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer_10 days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. Field test reports shall be signed and dated by the Contractor.

3.9.2 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the

test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.9.3 Ground-Resistance Tests

The resistance of each grounding electrode system shall be measured using the fall-of-potential method defined in IEEE Std 81. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes must still be provided.

- a. Single rod electrode 25 ohms.
- b. Ground ring 10 ohms.

3.9.4 Medium-Voltage Cable Test

After installation and before the operating test or connection to an existing system, the medium-voltage cable system shall be given a high potential test. Direct-current voltage shall be applied on each phase conductor of the system by connecting conductors as one terminal and connecting grounds or metallic shieldings or sheaths of the cable as the other terminal for each test. Prior to making the test, the cables shall be isolated by opening applicable protective devices and disconnecting equipment. The test shall be conducted with all splices, connectors, and terminations in place. The method, voltage, length of time, and other characteristics of the test for initial installation shall be in accordance with NEMA WC 8 for the particular type of cable installed, except that 28 kV and 35 kV insulation test voltages shall be in accordance with either AEIC CS6 as applicable, and shall not exceed the recommendations of IEEE Std 404 for cable joints and IEEE Std 48 for cable terminations unless the cable and accessory manufacturers indicate higher voltages are acceptable for testing. Should any cable fail due to a weakness of conductor insulation or due to defects or injuries incidental to the installation or because of improper installation of cable, cable joints, terminations, or other connections, the Contractor shall make necessary repairs or replace cables as directed. Repaired or replaced cables shall be retested.

3.9.5 Low-Voltage Cable Test

Low-voltage cable, complete with splices, shall be tested for insulation resistance after the cables are installed, in their final configuration, ready for connection to the equipment, and prior to energization. The test voltage shall be 500 volts dc, applied for one minute between each conductor and ground and between all possible combinations conductors in the same trench, duct, or cable, with all other conductors in the same trench, duct, or conduit. The minimum value of insulation shall be:

R in megohms = (rated voltage in kV + 1) x 304,800/(length of cable in meters)

Each cable failing this test shall be repaired or replaced. The repaired cable shall be retested until failures have been eliminated.

3.9.6 Liquid-Filled Transformer Tests

The following field tests shall be performed on all liquid-filled transformers. Pass-fail criteria shall be in accordance with transformer manufacturer's specifications.

- a. Insulation resistance test phase-to-ground.
- b. Turns ratio test.
- c. Correct phase sequence.
- d. Correct operation of tap changer.

3.9.7 Pre-Energization Services

Calibration, testing, adjustment, and placing into service of the installation shall be accomplished by a manufacturer's product field service engineer or independent testing company with a minimum of 2 years of current product experience. The following services shall be performed on the equipment listed below. These services shall be performed subsequent to testing but prior to the initial energization. The equipment shall be inspected to ensure that installation is in compliance with the recommendations of the manufacturer and as shown on the detail drawings. Terminations of conductors at major equipment shall be inspected to ensure the adequacy of connections. Bare and insulated conductors between such terminations shall be inspected to detect possible damage during installation. If factory tests were not performed on completed assemblies, tests shall be performed after the installation of completed assemblies. Components shall be inspected for damage caused during installation or shipment to ensure packaging materials have been removed. Components capable of being both manually and electrically operated shall be operated manually prior to the first electrical operation. Components capable of being calibrated, adjusted, and tested shall be calibrated, adjusted, and tested in accordance with the instructions of the equipment manufacturer. Items for which such services shall be provided, but are not limited to, are the following:

- a. Pad-mounted transformers
- b. Panelboards

3.9.8 Operating Tests

After the installation is completed, and at such times as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the requirements herein. An operating test report shall be submitted in accordance with paragraph SUBMITTALS.

3.10 MANUFACTURER'S FIELD SERVICE

3.10.1 Onsite Training

The Contractor shall conduct a training course for the operating staff as designated by the Contracting Officer. The training period shall consist of a total of 8 hours of normal working time and shall start after the system is functionally completed but prior to final acceptance tests. The course instruction shall cover pertinent points involved in operating, starting, stopping, and servicing the equipment, as well as all major elements of the operation and maintenance manuals. Additionally, the course instructions shall demonstrate all routine maintenance operations.

3.10.2 Installation Engineer

After delivery of the equipment, the Contractor shall furnish one or more field engineers, regularly employed by the equipment manufacturer to supervise the installation of the equipment, assist in the performance of the onsite tests, initial operation, and instruct personnel as to the operational and maintenance features of the equipment.

3.11 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

-- End of Section --

SECTION 16403

PANELBOARDS 08/95

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 187 (1994) Copper Bar, Bus Bar, Rod and Shapes

ASME INTERNATIONAL (ASME)

ASME B1.1 (1989) Unified Inch Screw Threads (UN and

UNR Thread Form)

ASME B1.20.1 (1983; R 1992) Pipe Threads, General

Purpose (Inch)

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA AB 1 (1993) Molded Case Circuit Breakers and

Molded Case Switches

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1993) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 50 (1992) Enclosures for Electrical Equipment

UL 67 (1993; Rev thru May 1994) Panelboards

UL 489 (1991; Rev thru Dec 1994) Molded Case

Circuit Breakers and Circuit Breaker

Enclosures

1.2 SYSTEM DESCRIPTION

These specifications include the design, fabrication, assembly, wiring, testing, and delivery of the items of equipment and accessories and spare parts listed in the Schedule and shown on the drawings.

1.2.1 Rules

The equipment shall conform to the requirements of NFPA 70 unless more

stringent requirements are indicated herein or shown. NEMA rated and UL listed equipment has been specified when available. Equipment must meet NEMA and UL construction and rating requirements as specified. No equivalent will be acceptable. The contractor shall immediately notify the Contracting Officer of any requirements of the specifications or contractor proposed materials or assemblies that do not comply with UL or NEMA. International Electrotechnical Commission (IEC) rated equipment will not be considered an acceptable alternative to specified NEMA ratings.

1.2.2 Coordination

The general arrangement of the motor control centers, switchboards and panelboards is shown on the contract drawings. Any modifications of the equipment arrangement or device requirements as shown on the drawings shall be subject to the approval of the Contracting Officer. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. All equipment shall be completely assembled at the factory. The motor control centers and switchboards may be disassembled into sections, if necessary, for convenience of handling, shipping, and installation.

1.2.3 Standard Products

Material and equipment shall be standard products of a manufacturer regularly engaged in their manufacture and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. All materials shall conform to the requirements of these specifications. Materials shall be of high quality, free from defects and imperfections, of recent manufacture, and of the classification and grades designated. All materials, supplies, and articles not manufactured by the Contractor shall be the products of other recognized reputable manufacturers. If the Contractor desires for any reason to deviate from the standards designated in these specifications, he shall, after award, submit a statement of the exact nature of the deviation, and shall submit, for the approval of the Contracting Officer, complete specifications for the materials which he proposes to use.

1.2.4 Nameplates

Nameplates shall be made of laminated sheet plastic or of anodized aluminum approximately 4 millimeters (1/8 inch) thick, engraved to provide white letters on a black background. The nameplates shall be fastened to the panels in proper positions with anodized round-head screws. Lettering shall be minimum 15 millimeters (1/2 inch) high. Nameplate designations shall be in accordance with lists on the drawings, and as a minimum shall be provided for the following equipment:

a. Panelboards

Equipment of the withdrawal type shall be provided with nameplates mounted on the removable equipment in locations visible when the equipment is in place.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation. Equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. Submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment; GA.

The Contractor shall within 30 calendar days after date of award submit for approval six (6) copies of such descriptive cuts and information as are required to demonstrate fully that all parts of the equipment will conform to the requirements and intent of the specifications. Data shall include descriptive data showing typical construction of the types of equipment proposed, including the manufacturer's name, type of molded case circuit breakers, performance capacities and other information pertaining to the equipment.

SD-04 Drawings

Outline Drawings; GA.

The Contractor shall, within 30 calendar days afterdate of award, submit for the approval of the Contracting Officer six (6) copies of outline drawings of all equipment to be furnished under this contract, together with weights and overall dimensions. Drawings shall show the general arrangement and overall dimensions of the equipment stand and panelboards. These drawings shall show space requirements, details of any floor supports to be embedded in concrete and provisions for conduits for external cables.

Panelboards; GA.

The Contractor shall, within 30 calendar days after date of award, submit for the approval of the Contracting Officersix (6) copies of electrical equipment drawings. A single-line diagram, equipment list and nameplate schedule shall be provided for each panelboard.

SD-09 Reports

Factory Tests; FIO.

The Contractor shall submit six (6) complete reproducible copies of the factory inspection results and six (6) complete reproducible copies of the factory test results in booklet form, including all plotted data curves, all test conditions, a listing of test equipment complete with calibration certifications, and all measurements taken. Report shall be signed and dated by the Contractor's and Contracting Officer's Representatives.

1.4 DELIVERY, STORAGE, AND HANDLING

The equipment shall be shipped as completely assembled and wired as feasible so as to require a minimum of installation work. Each shipping

section shall be properly match marked to facilitate reassembly, and shall be provided with removable lifting channels with eye bolts for attachment of crane slings to facilitate lifting and handling. Any relay or other device which cannot withstand the hazards of shipment when mounted in place on the equipment shall be carefully packed and shipped separately. These devices shall be marked with the number of the panel which they are to be mounted on and fully identified. All finished painted surfaces and metal work shall be wrapped suitably or otherwise protected from damage during shipment. All parts shall be prepared for shipment so that slings for handling may be attached readily while the parts are in a railway car or transport truck. All spare parts and accessories shall be carefully packaged and clearly marked.

1.5 MAINTENANCE

1.5.1 Accessories and Tools

A complete set of accessories and special tools unique to equipment provided and required for erecting, handling, dismantling, testing and maintaining the apparatus shall be furnished by the Contractor.

1.5.2 Spare Parts

Spare parts shall be furnished as specified below. All spare parts shall be of the same material and workmanship, shall meet the same requirements, and shall be interchangeable with the corresponding original parts furnished.

- a. 2 One quart containers of the paint used for the exterior surfaces of outdoor equipment.
- b. 4 Keys for panel board door lock.

PART 2 PRODUCTS

2.1 CONNECTIONS

All bolts, studs, machine screws, nuts, and tapped holes shall be in accordance with ASME B1.1. The sizes and threads of all conduit and fittings, tubing and fittings, and connecting equipment shall be in accordance with ASME B1.20.1. All ferrous fasteners shall have rust-resistant finish and all bolts and screws shall be equipped with approved locking devices. Manufacturer's standard threads and construction may be used on small items which, in the opinion of the Contracting Officer, are integrally replaceable, except that threads for external connections to these items shall meet the above requirements.

2.2 MOLDED CASE CIRCUIT BREAKERS

Molded case circuit breakers shall conform to the applicable requirements of NEMA AB 1 and UL 489. The circuit breakers shall be thermal magnetic type, manually-operated, shall be quick-make, quick-break, common trip type, and shall be of automatic-trip type unless otherwise specified or

indicated on the drawings. All poles of each breaker shall be operated simultaneously by means of a common handle. The operating handles shall clearly indicate whether the breakers are in "On," "Off," or "Tripped" position and shall have provisions for padlocking in the "Off" position. Personnel safety line terminal shields shall be provided for each breaker. The circuit breakers shall be products of only one manufacturer, and shall be interchangeable when of the same frame size.

2.2.1 480-Volt AC Circuits

Circuit breakers for 480-volt or 277/480-volt ac circuits shall be rated 600 volts ac, and shall have an UL listed minimum interrupting capacity of 14,000 symmetrical amperes at 600 volts ac.

2.2.2 120/240-Volt AC Circuits

Circuit breakers for 120-volt ac circuits shall be rated not less than 120/240 or 240 volts ac, and shall have a UL listed minimum interrupting capacity of 10,000 symmetrical amperes.

2.3 PANELBOARDS

Panelboards shall consist of assemblies of molded-case circuit breakers with buses and terminal lugs for the control and protection of branch circuits to motors, heating devices and other equipment operating at 480 volts ac or less. Panelboards shall be UL 67 labeled. "Loadcenter" type panels are not acceptable. Panelboards shall be designed for installation in surface-mounted cabinets accessible from the front only, as shown on the drawings. 480 V Panelboards shall be fully rated for a short-circuit current of 14,000 symmetrical amperes RMS ac. 240/120 V panelboard shall be fully rated for a short-circuit current of 10,000 symmetrical amperes RMS ac.

2.3.1 Enclosure

Enclosures shall meet the requirements of UL 50. All cabinets shall be fabricated from sheet steel of not less than 3.5 millimeters (No. 10 gage) , with full seam-welded box ends. Cabinets mounted outdoors shall be hot-dipped galvanized after fabrication. Cabinets shall be painted in accordance with paragraph PAINTING. Outdoor cabinets shall be of NEMA 3R raintight and conduit hubs welded to the cabinet Front edges of cabinets shall be form-flanged or fitted with structural shapes welded or riveted to the sheet steel, for supporting the panelboard front. All cabinets shall be so fabricated that no part of any surface on the finished cabinet shall deviate from a true plane by more than 3 millimeters (1/8 inch). Holes shall be provided in the back of indoor surface-mounted cabinets, with outside spacers and inside stiffeners, for mounting the cabinets with a 15 millimeter (1/2 inch) clear space between the back of the cabinet and the wall surface. Flush doors shall be mounted on hinges that expose only the hinge roll to view when the door is closed. Each door shall be fitted with a combined catch and lock, except that doors over 600 millimeters (24 inches) long shall be provided with a three-point latch having a knob with a T-handle, and a cylinder lock. Two keys shall be provided with each lock, and all locks shall be keyed alike. Finished-head cap screws shall

be provided for mounting the panelboard fronts on the cabinets. Enclosure shall have nameplates in accordance with paragraph NAMEPLATES. Directory holders, containing a neatly typed or printed directory under a transparent cover, shall be provided on the inside of panelboard doors.

2.3.2 Buses

All panelboards shall be of the dead-front type with buses and circuit breakers mounted on a plate or base for installation as a unit in a cabinet. All buses shall be of copper and shall be tin or silver-plated throughout. Copper bars and shapes for bus conductors shall conform to the applicable requirements of ASTM B 187. The sizes of buses and the details of panelboard construction shall meet or exceed the requirements of NEMA PB 1. Suitable provisions shall be made for mounting the bus within panelboards and adjusting their positions in the cabinets. Terminal lugs required to accommodate the conductor sizes shown on the drawing, shall be provided for all branch circuits larger than No. 10 AWG. A grounding lug suitable for 1/0 AWG wire shall be provided for each panelboard.

2.3.3 Components

Each branch circuit, and the main buses where so specified or shown on the drawings, shall be equipped with molded-case circuit breakers having overcurrent trip ratings as shown on the drawings. The circuit breakers shall be of a type designed for bolted connection to buses in a panelboard assembly, and shall meet the requirements of paragraph MOLDED CASE CIRCUIT BREAKERS. Circuit breakers of the same frame size and rating shall be interchangeable. [

2.4 PAINTING

Interior and exterior steel surfaces of equipment enclosures shall be thoroughly cleaned and then receive a rust-inhibitive phosphatizing or equivalent treatment prior to painting. Exterior surfaces shall be free from holes, seams, dents, weld marks, loose scale or other imperfections. Interior surfaces shall receive not less than one coat of corrosion-resisting paint in accordance with the manufacturer's standard practice. Exterior surfaces shall be primed, filled where necessary, and given not less than two coats baked enamel with semigloss finish. Equipment located outdoors shall be ANSI Dark Gray. All touch-up work shall be done with manufacturer's coatings as supplied under paragraph SPARE PARTS.

2.5 FACTORY TESTS

Each item of equipment supplied under this contract shall be given the manufacturer's routine factory tests and tests as specified below, to insure successful operation of all parts of the assemblies. All tests required herein shall be witnessed by the Contracting Officer unless waived in writing, and no equipment shall be shipped until it has been approved for shipment by the Contracting Officer. The Contractor shall notify the Contracting Officer a minimum of 14 days prior to the proposed date of the tests so that arrangements can be made for the Contracting Officer to be present at the tests. The factory test equipment and the test methods used

shall conform to the applicable NEMA Standards, and shall be subject to the approval of the Contracting Officer. Reports of all witnessed tests shall be signed by witnessing representatives of the Contractor and Contracting Officer. The cost of performing all tests shall be borne by the Contractor and shall be included in the prices bid in the schedule for equipment.

2.5.1 Panelboards Tests

Each panelboard shall be assembled with cabinet and front to the extent necessary to check the fit and provisions for installing all parts in the field. Each panelboard shall be given a dielectric test in accordance with NEMA PB 1. All circuit breakers shall be operated to check mechanical adjustments. All doors and locks shall be checked for door clearances and fits and the performance of lock and latches.

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 16415

ELECTRICAL WORK, INTERIOR 08/96 AMENDMENT 0003

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C12.1	(1995) Code for Electricity Metering
ANSI C12.4	(1984; R 1996) Mechanical Demand Registers
ANSI C12.10	(1997) Electromechanical Watthour Meters
ANSI C12.11	(1987; R 1993) Instrument Transformers for Revenue Metering, 10 kV BIL Through 350 kV BIL (0.6 kV NSV through 69 kV NSV)
ANSI C37.16	(1997) Low-Voltage Power Circuit Breakers and AC Power Circuit Protectors - Preferred Ratings, Related Requirements, and Application Recommendations
ANSI C39.1	(1981; R 1992) Requirements for Electrical Analog Indicating Instruments
ANSI C57.12.10	(1988) Safety Requirements for Transformers 230 kV and Below 833/958 Through 8333/10417 kVA, Single-Phase, and 750/862 Through 60 000/80 000/100 000 kVA, Three-Phase Without Load Tap Charging; and 3750/4687 Through 60 000/80 000/100 000 kVA With Load Tap Charging
ANSI C57.12.13	(1982) Conformance Requirements for Liquid-Filled Transformers Used in Unit Installations, Including Unit Substations
ANSI C57.12.27	(1982) Conformance Requirements for Liquid-Filled Distribution Transformers Used in Pad-Mounted Installations, Including Unit Substations
ANSI C57.12.50	(1981; R 1989) Ventilated Dry-type Distribution Transformers 1 to 500 kVA, Single-Phase; and 15 to 500 kVA,

	Three-Phase with High-Voltage 601 to 34 500 Volts, Low-Voltage 120 to 600 Volts
ANSI C57.12.51	(1981; R 1989) Ventilated Dry-Type Power Transformers, 501 kVA and Larger, Three-Phase, with High-Voltage 601 to 34 500 Volts, Low-Voltage 208Y/120 to 4160 Volts
ANSI C57.12.52	(1981; R 1989) Sealed Dry-Type Power Transformers, 501 kVA and Larger, Three-Phase with High-Voltage 601 to 34 500 Volts, Low-Voltage 208Y/120 to 4160 Volts
ANSI C57.12.70	(1978; R 1993) Terminal Markings and Connections for Distribution and Power Transformers
ANSI C78.1	(1991; C78.1a; R 1996) Fluorescent Lamps - Rapid-Start Types - Dimensional and Electrical Characteristics
ANSI C78.20	(1995) Electric Lamps - Characteristics of Incandescent Lamps A, G, PS, and Similar Shapes with E26 Medium Screw Bases
ANSI C78.21	(1995) Physical and Electrical Characteristics - Incandescent Lamps - PAR and R Shapes
ANSI C78.1350	(1990) 400-Watt, 100-Volt, S51 Single-Ended High-Pressure Sodium Lamps
ANSI C78.1351	(1989) 250-Watt, 100-Volt S50 Single-Ended High-Pressure Sodium Lamps
ANSI C78.1352	(1990) 1000-Watt, 250-Volt, S52 Single-Ended High-Pressure Sodium Lamps
ANSI C78.1355	(1989) 150-Watt, 55-Volt S55 High-Pressure Sodium Lamps
ANSI C78.1375	(1996) 400-Watt, M59 Single-Ended Metal-Halide lamps
ANSI C78.1376	(1996) 1000-Watt, M47 Single-Ended Metal-Halide Lamps
ANSI C78.2A	(1991) 18 & 26- Watt, Compact Fluorescent Quad Tube Lamps
ANSI C78.2B	(1992) 9 & 13-Watt, Compact Fluorescent Quad Tube Lamps
ANSI C80.5	(1995) Rigid Aluminum Conduit

ANSI C82.1	(1997) Specifications for Fluorescent Lamp Ballasts
ANSI C82.4	(1992) Ballasts for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type)
ANSI C135.30	(1988) Zinc-Coated Ferrous Ground Rods for Overhead or Underground Line Construction
AMERICAN SOCIETY FOR T	ESTING AND MATERIALS (ASTM)
ASTM B 1	(1995) Hard-Drawn Copper Wire
ASTM B 8	(1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM D 709	(1992; R 1997) Laminated Thermosetting Materials
ASTM D 4059	(1996) Analysis of Polychlorinated Biphenyls in Insulating Liquids by Gas Chromatography
CODE OF FEDERAL REGULA	TIONS (CFR)
47 CFR 18	Industrial, Scientific, and Medical Equipment
INSTITUTE OF ELECTRICA	L AND ELECTRONICS ENGINEERS (IEEE)
INSTITUTE OF ELECTRICA	L AND ELECTRONICS ENGINEERS (IEEE) (1997) National Electrical Safety Code
IEEE C2	(1997) National Electrical Safety Code (1990; R 1995) Low-Voltage AC Power
IEEE C2 IEEE C37.13	(1997) National Electrical Safety Code (1990; R 1995) Low-Voltage AC Power Circuit Breakers Used in Enclosures (1993) Metal-Enclosed Low-Voltage Power
IEEE C2 IEEE C37.13 IEEE C37.20.1	(1997) National Electrical Safety Code (1990; R 1995) Low-Voltage AC Power Circuit Breakers Used in Enclosures (1993) Metal-Enclosed Low-Voltage Power Circuit-Breaker Switchgear (1993) IEEE Standard General Requirements for Liquid-Immersed Distribution, Power,
IEEE C2 IEEE C37.13 IEEE C37.20.1 IEEE C57.12.00	(1997) National Electrical Safety Code (1990; R 1995) Low-Voltage AC Power Circuit Breakers Used in Enclosures (1993) Metal-Enclosed Low-Voltage Power Circuit-Breaker Switchgear (1993) IEEE Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers (1996) Terminology for Power and
IEEE C2 IEEE C37.13 IEEE C37.20.1 IEEE C57.12.00	(1997) National Electrical Safety Code (1990; R 1995) Low-Voltage AC Power Circuit Breakers Used in Enclosures (1993) Metal-Enclosed Low-Voltage Power Circuit-Breaker Switchgear (1993) IEEE Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers (1996) Terminology for Power and Distribution Transformers (1993) Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers and Guide for Short-Circuit Testing of Distribution and Power
IEEE C2 IEEE C37.13 IEEE C37.20.1 IEEE C57.12.00 IEEE C57.12.80 IEEE C57.12.90	(1997) National Electrical Safety Code (1990; R 1995) Low-Voltage AC Power Circuit Breakers Used in Enclosures (1993) Metal-Enclosed Low-Voltage Power Circuit-Breaker Switchgear (1993) IEEE Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers (1996) Terminology for Power and Distribution Transformers (1993) Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers and Guide for Short-Circuit Testing of Distribution and Power Transformers

	Evaluation of Oil-Immersed Distribution Transformers
IEEE C62.41	(1991; R 1995) Surge Voltages in Low-Voltage AC Power Circuits
IEEE Std 81	(1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)
IEEE Std 242	(1986; R 1991) Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems
IEEE Std 399	(1997) Recommended Practice for Industrial and Commercial Power Systems Analysis
NATIONAL ELECTRICAL MAN	UFACTURERS ASSOCIATION (NEMA)
NEMA 250	(1991) Enclosures for Electrical Equipment (1000 Volts Maximum)
NEMA AB 1	(1993) Molded Case Circuit Breakers and Molded Case Switches
NEMA BU 1	(1994) Busways
NEMA FU 1	(1986) Low Voltage Cartridge Fuses
NEMA ICS 1	(1993) Industrial Control and Systems
NEMA ICS 2	(1993) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated Not More Than 2,000 Volts AC or 750 Volts DC
NEMA ICS 3	(1993) Industrial Control and Systems Factory Built Assemblies
NEMA ICS 6	(1993) Industrial Control and Systems Enclosures
NEMA LE 4	(1987) Recessed Luminaires, Ceiling Compatibility
NEMA MG 1	(1993; Rev 1; Rev 2; Rev 3; Rev 4) Motors and Generators
NEMA MG 10	(1994) Energy Management Guide for Selection and Use of Polyphase Motors
NEMA OS 1	(1996) Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports
NEMA OS 2	(1986; Errata Aug 1986; R 1991) Nonmetallic Outlet Boxes, Device Boxes,

Covers and Box Supports

	Covers and Box Supports
NEMA PB 1	(1995) Panelboards
NEMA PB 2	(1995) Deadfront Distribution Switchboards
NEMA PE 5	(1996) Utility Type Battery Chargers
NEMA RN 1	(1989) Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
NEMA SG 3	(1995) Power Switching Equipment
NEMA ST 20	(1992) Dry-Type Transformers for General Applications
NEMA TC 2	(1990) Electrical Polyvinyl Chloride (PVC) Tubing (EPT) and Conduit (EPC-40 and EPC-80)
NEMA TC 13	(1993) Electrical Nonmetallic Tubing (ENT)
NEMA VE 1	(1996) Metal Cable Tray Systems
NEMA WD 1	(1983; R 1989) General Requirements for Wiring Devices
NEMA WD 6	(1988) Wiring Devices - Dimensional Requirements
NATIONAL FIRE PROTECTION	ON ASSOCIATION (NFPA)
NFPA 70	(1999) National Electrical Code
NFPA 101	(1997; Errata 97-1; TIA 97-1) Life Safety Code
UNDERWRITERS LABORATORI	ES (UL)
UL 1	(1993; Rev thru Jan 1995) Flexible Metal Conduit
UL 4	(1996) Armored Cable
UL 5	(1996) Surface Metal Raceways and Fittings
UL 6	(1997) Rigid Metal Conduit
UL 20	(1995; Rev thru Oct 1998) General-Use Snap Switches
UL 44	(1997; Rev Mar 1999) Thermoset-Insulated Wires and Cables
UL 50	(1995; Rev thru Oct 1997) Enclosures for Electrical Equipment

UL 67	(1993; Rev thru Nov 1995) Panelboards
UL 83	(1998) Thermoplastic-Insulated Wires and Cables
UL 98	(1994; R thru Jun 1998) Enclosed and Dead-Front Switches
UL 198B	(1995) Class H Fuses
UL 198C	(1986; Rev thru Feb 1998) High-Interrupting-Capacity Fuses, Current-Limiting Types
UL 198D	(1995) Class K Fuses
UL 198E	(1988; Rev Jul 1988) Class R Fuses
UL 198G	(1988; Rev May 1988) Fuses for Supplementary Overcurrent Protection
UL 198H	(1988; Rev thru Nov 1993) Class T Fuses
UL 198L	(1995; Rev May 1995) D-C Fuses for Industrial Use
UL 360	(1996; Rev thru Oct 1997) Liquid-Tight Flexible Steel Conduit
UL 467	(1993; Rev thru Aug 1996) Grounding and Bonding Equipment
UL 486A	(1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper Conductors
UL 486B	(1997; Rev Jun 1997) Wire Connectors for Use with Aluminum Conductors
UL 486C	(1997; Rev thru Aug 1998) Splicing Wire Connectors
UL 486E	(1994; Rev thru Feb 1997) Equipment Wiring Terminals for Use with Aluminum and/or Copper Conductors
UL 489	(1996; Rev thru Dec 1998) Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures
UL 498	(1996; Rev thru Sep 1998) Attachment Plugs and Receptacles
UL 506	(1994; Rev Oct 1997) Specialty Transformers
UL 508	(1999) Industrial Control Equipment

UL 510	(1994; Rev thru Apr 1998) Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape
UL 512	(1993; R Dec 1995) Fuseholders
UL 514A	(1996; Rev Jul 1998) Metallic Outlet Boxes
UL 514B	(1997; Rev Oct 1998) Fittings for Cable and Conduit
UL 514C	(1996; R Sep 1998) Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL 542	(1994; Rev thru Jul 1998) Lampholders, Starters, and Starter Holders for Fluorescent Lamps
UL 651	(1995; Rev thru Oct 1998) Schedule 40 and 80 Rigid PVC Conduit
UL 651A	(1995; Rev thru Apr 1998) Type EB and A Rigid PVC Conduit and HDPE Conduit
UL 674	(1994; Rev thru Oct 1998) Electric Motors and Generators for Use in Division 1 Hazardous (Classified) Locations
UL 698	(1999)) Industrial Control Equipment for Use in Hazardous (Classified) Locations
UL 719	(1999) Nonmetallic-Sheathed Cables
UL 797	(1993; Rev thru Mar 1997) Electrical Metallic Tubing
UL 817	(1994; Rev thru Jul 1998) Cord Sets and Power-Supply Cords
UL 844	(1995; Rev thru Aug 1997) Electric Lighting Fixtures for Use in Hazardous (Classified) Locations
UL 845	(1995; Rev Feb 1996) Motor Control Centers
UL 854	(1996; Rev Apr 1998) Service-Entrance Cables
UL 857	(1994; Rev thru May 1999) Busways and Associated Fittings
UL 869A	(1998) Reference Standard for Service Equipment
UL 877	(1993; Rev thru May 1997) Circuit Breakers and Circuit-Breaker Enclosures for Use in

	Hazardous (Classified) Locations
UL 886	(1994; Rev thru Apr 1999) Outlet Boxes and Fittings for Use in Hazardous (Classified) Locations
UL 891	(1994; Rev thru Jan 1995) Dead-Front Switchboards
UL 916	(1998) Energy Management Equipment
UL 924	(1995; Rev thru Oct 97) Emergency Lighting and Power Equipment
UL 935	(1995; Rev thru Oct 1998)Fluorescent-Lamp Ballasts
UL 943	(1993; Rev thru May 1998)Ground-Fault Circuit-Interrupters
UL 1004	(1994; Rev thru Dec 1997) Electric Motors
UL 1010	(1995; Rev thru Dec 1996)Receptacle-Plug Combinations for Use in Hazardous (Classified) Locations
UL 1022	(1998) Line Isolation Monitors
UL 1029	(1994; Rev thru Dec 1997) High-Intensity-Discharge Lamp Ballasts
UL 1047	(1995; Rev Jul 1998) Isolated Power Systems Equipment
UL 1236	(1994; Rev thru Dec 1997) Battery Chargers for Charging Engine-Starter Batteries
UL 1242	(1996; Rev Mar 1998) Intermediate Metal Conduit
UL 1449	(1996; Rev thru Oct 1998) Transient Voltage Surge Suppressors
UL 1564	(1993; Rev Sep 1998) Industrial Battery Chargers
UL 1569	(1995; Rev thru Sep 1998) Metal-Clad Cables
UL 1570	(1995; Rev thru Jun 1997) Fluorescent Lighting Fixtures
UL 1571	(1995; Rev thru Jun 1997) Incandescent Lighting Fixtures
UL 1572	(1995; Rev thru Jun 1997) High Intensity Discharge Lighting Fixtures

UL 1660 (1994; Rev Apr 1998) Liquid-Tight Flexible

Nonmetallic Conduit

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UL Elec Const Dir (1998) Electrical Construction Equipment

Directory

1.2 GENERAL

1.2.1 Rules

The installation shall conform to the requirements of NFPA 70 and NFPA 101, unless more stringent requirements are indicated or shown.

1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible. Lighting fixtures, outlets, and other equipment and materials shall be carefully coordinated with mechanical or structural features prior to installation and positioned according to architectural reflected ceiling plans; otherwise, lighting fixtures shall be symmetrically located according to the room arrangement when uniform illumination is required, or asymmetrically located to suit conditions fixed by design and shown. Raceways, junction and outlet boxes, and lighting fixtures shall not be supported from sheet metal roof decks. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any The Contractor shall coordinate the electrical requirements of the mechanical work and provide all power related circuits, wiring, hardware and structural support, even if not shown on the drawings.

1.2.3 (Am#0003)

1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.5 Nameplates

1.2.5.1 Identification Nameplates

Major items of electrical equipment and major components shall be permanently marked with an identification name to identify the equipment by type or function and specific unit number as indicated. Designation of motors shall coincide with their designation in the motor control center or panel. Unless otherwise specified, identification nameplates shall be made of laminated plastic in accordance with ASTM D 709 with black outer layers and a white core. Edges shall be chamfered. Plates shall be fastened with black-finished round-head drive screws, except motors, or approved nonadhesive metal fasteners. When the nameplate is to be installed on an irregular-shaped object, the Contractor shall devise an approved support suitable for the application and ensure the proper installation of the

supports and nameplates. In all instances, the nameplate shall be installed in a conspicuous location. At the option of the Contractor, the equipment manufacturer's standard embossed nameplate material with black paint-filled letters may be furnished in lieu of laminated plastic. The front of each panelboard, motor control center, switchgear, and switchboard shall have a nameplate to indicate the phase letter, corresponding color and arrangement of the phase conductors. The following equipment, as a minimum, shall be provided with identification nameplates:

Minimum 6.4 mm High Letters Minimum 3.2 mm High Letters

Panelboards
Starters
Safety Switches
Motor Control Centers
Transformers
Equipment Enclosures
Switchgear
Switchboards
Motors

Control Power Transformers Control Devices Instrument Transformers

Each panel, section, or unit in motor control centers, switchgear or similar assemblies shall be provided with a nameplate in addition to nameplates listed above, which shall be provided for individual compartments in the respective assembly, including nameplates which identify "future," "spare," and "dedicated" or "equipped spaces."

1.2.5.2 (Am#0003)

1.2.6 As-Built Drawings

Following the project completion or turnover, within 30 days the Contractor shall furnish 2 sets of as-built drawings to the Contracting Officer.

1.2.7 (Am#0003)

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

(Am#0003)

Manufacturer's Catalog; (Am#0003) FIO.

Data composed of catalog cuts, brochures, circulars, specifications,

product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material, Equipment, and Fixture Lists; (Am#0003) FIO.

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each item.

Installation Procedures; (Am#0003) FIO.

Installation procedures for rotating equipment, transformers, switchgear, battery systems, voltage regulators, and grounding resistors (Am#0003), any another specialized equipment that requires electricity to operate. Procedures shall include diagrams, instructions, and precautions required to install, adjust, calibrate, and test devices and equipment.

SD-04 Drawings

Interior Electrical Equipment; (Am#0003) FIO.

Detail drawings consisting of equipment drawings, illustrations, schedules, instructions, diagrams, and other information necessary to define the installation. Detail drawings shall show the rating of items and systems and how the components of an item and system are assembled, function together, and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall show physical arrangement, construction details, connections, finishes, materials used in fabrication, provisions for conduit or busway entrance, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. Optional items shall be clearly identified as included or excluded. (Am#0003)

Structural drawings showing the structural or physical features of major equipment items, components, assemblies, and structures, including foundations or other types of supports for equipment and conductors. These drawings shall include accurately scaled or dimensioned outline and arrangement or layout drawings to show the physical size of equipment and components and the relative arrangement and physical connection of related components. Weights of equipment, components and assemblies shall be provided when required to verify the adequacy of design and proposed construction of foundations or other types of supports. Dynamic forces shall be stated for switching devices when such forces must be considered in the design of support structures. The appropriate detail drawings shall show the provisions for leveling, anchoring, and connecting all items during installation, and shall include any recommendations made by the manufacturer.

Electrical drawings including single-line and three-line diagrams, and schematics or elementary diagrams of each electrical system; internal wiring and field connection diagrams of each electrical device when published by the manufacturer; wiring diagrams of cabinets, panels, units, or separate mountings; interconnection diagrams that show the wiring between separate components of assemblies; field connection diagrams that show the termination of wiring routed between separate items of equipment; internal wiring diagrams of equipment showing wiring as actually provided for this project. Field wiring connections shall be clearly identified.

If departures from the contract drawings are deemed necessary by the Contractor, complete details of such departures, including changes in related portions of the project and the reasons why, shall be submitted with the detail drawings. Approved departures shall be made at no additional cost to the Government.

As-Built Drawings; (Am#0003) GA.

The as-built drawings shall be a record of the construction as installed. The drawings shall include all the information shown on the contract drawings, deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be kept at the job site and updated daily. The as-built drawings shall be a full-sized set of prints marked to reflect all deviations, changes, and modifications. as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall submit three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction. The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within ten calendar days from the time the drawings are returned to the Contractor.

SD-08 Statements

Onsite Test; GA.

A detailed description of the Contractor's proposed procedures for on-site tests.

SD-09 Reports

Factory Test Reports; GA.

(Am#0003) Six copies of the information described below in 216 x 280 mm binders having a minimum of 5 rings from which material may readily be removed and replaced, including a separate section for each test. Sections shall be separated by heavy plastic dividers with tabs.

- a. A list of equipment used, with calibration certifications.
- b. A copy of measurements taken.

- c. The dates of testing.
- d. The equipment and values to be verified.
- e. The conditions specified for the test.
- f. The test results, signed and dated.
- g. A description of adjustments made.

Field Test Plan; GA.

A detailed description of the Contractor's proposed procedures for onsite test submitted (Am#0003) 20 days prior to testing the installed system. No field test will be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits.

Field Test Reports; GA.

(Am#0003) Six copies of the information described below in 216 x 280 mm binders having a minimum of 5 rings from which material may readily be removed and replaced, including a separate section for each test. Sections shall be separated by heavy plastic dividers with tabs.

- a. A list of equipment used, with calibration certifications.
- b. A copy of measurements taken.
- c. The dates of testing.
- d. The equipment and values to be verified.
- e. The conditions specified for the test.
- f. The test results, signed and dated.
- g. A description of adjustments made.
- h. Final position of controls and device settings.

SD-13 Certificates

Materials and Equipment; (Am#0003) GA.

The label or listing of the Underwriters Laboratories, Inc., will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. In lieu of this label or listing, a statement from a nationally recognized, adequately equipped testing agency indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all contract requirements will be accepted. However, materials and equipment installed in hazardous locations must bear the UL label unless the data submitted from other testing agency is specifically approved in writing by the Contracting Officer. Items which are required to be listed and labeled in accordance with Underwriters Laboratories must be affixed with a UL label that states that it is UL listed. No exceptions or waivers will be granted

to this requirement. Materials and equipment will be approved based on the manufacturer's published data.

For other than equipment and materials specified to conform to UL publications, a manufacturer's statement indicating complete compliance with the applicable standard of the American Society for Testing and Materials, National Electrical Manufacturers Association, or other commercial standard, is acceptable.

1.4 WORKMANSHIP

Materials and equipment shall be installed in accordance with NFPA 70, recommendations of the manufacturer, and as shown.

1.5 (Am#0003)

PART 2 PRODUCTS

Products shall conform to the respective publications and other requirements specified below. Materials and equipment not listed below shall be as specified elsewhere in this section. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.1 (Am#0003) BUSWAYS

2.2 CABLES AND WIRES

Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote control, alarm, and signal circuits, classes 1, 2, and 3, shall be stranded unless specifically indicated otherwise. Conductor sizes and ampacities shown are based on copper, unless indicated otherwise. (Am#0003) All conductors shall be copper.

2.2.1 Equipment Manufacturer Requirements

When manufacturer's equipment requires copper conductors at the terminations or requires copper conductors to be provided between components of equipment, provide copper conductors or splices, splice boxes, and other work required to meet manufacturer's requirements.

2.2.2 Aluminum Conductors

(Am#0003) Aluminum conductors shall not be used.

2.2.3 Insulation

Unless indicated otherwise, or required by NFPA 70, power and lighting wires shall be 600-volt, (Am#0003) Type THWN, THHN, or THW conforming to UL 83, except that grounding wire may be type TW conforming to UL 83; remote-control and signal circuits shall be Type TW, THW or TF, conforming to UL 83. Where lighting fixtures require 90-degree Centigrade (C)

FHFTT

conductors, provide only conductors with 90-degree C insulation or better.

2.2.4 Bonding Conductors

ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

2.2.5 Service Entrance Cables

Service entrance (SE) and underground service entrance (USE) cables, UL 854.

- 2.2.6 (Am#0003)
- 2.2.7 Metal-Clad Cable

UL 1569; NFPA 70, Type MC cable.

- 2.2.8 (Am#0003)
- 2.2.9 (Am#0003)
- 2.2.10 (Am#0003)
- 2.2.11 (Am#0003)
- 2.2.12 Cord Sets and Power-Supply Cords

UL 817.

- 2.3 (Am#0003)
- 2.4 (Am#0003)
- 2.5 (Am#0003)
- 2.6 CIRCUIT BREAKERS
- 2.6.1 MOLDED-CASE CIRCUIT BREAKERS

Molded-case circuit breakers shall conform to NEMA AB 1 and UL 489and UL 877 for circuit breakers and circuit breaker enclosures located in hazardous (classified) locations. Circuit breakers may be installed in panelboards,

switchboards, enclosures, motor control centers, or combination motor controllers.

2.6.1.1 Construction

Circuit breakers shall be suitable for mounting and operating in any position. Lug shall be listed for (Am#0003) copper conductors only in accordance with UL 486E. Single-pole circuit breakers shall be full module size with not more than one pole per module. Multi-pole circuit breakers shall be of the common-trip type having a single operating handle such that an overload or short circuit on any one pole will result in all poles opening simultaneously. Sizes of 100 amperes or less may consist of single-pole breakers permanently factory assembled into a multi-pole unit having an internal, mechanical, nontamperable common-trip mechanism and external handle ties. All circuit breakers shall have a quick-make, quick-break overcenter toggle-type mechanism, and the handle mechanism shall be trip-free to prevent holding the contacts closed against a short-circuit or sustained overload. All circuit breaker handles shall assume a position between "ON" and "OFF" when tripped automatically. All ratings shall be clearly visible.

2.6.1.2 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. The interrupting rating of the circuit breakers shall be at least equal to the available short-circuit current at the line terminals of the circuit breaker and correspond to the UL listed integrated short-circuit current rating specified for the panelboards and switchboards. Molded-case circuit breakers shall have nominal voltage ratings, maximum continuous-current ratings, and maximum short-circuit interrupting ratings in accordance with NEMA AB 1. Ratings shall be coordinated with system X/R ratio.

2.6.1.3 (Am#0003) Cascade System Ratings

2.6.1.4 Thermal-Magnetic Trip Elements

Thermal magnetic circuit breakers shall be provided as shown. Automatic operation shall be obtained by means of thermal-magnetic tripping devices located in each pole providing inverse time delay and instantaneous circuit protection. The instantaneous magnetic trip shall be adjustable and accessible from the front of all circuit breakers on frame sizes above (Am#0003) 150 amperes.

2.6.2 Solid-State Trip Elements

Solid-state circuit breakers shall be provided as shown. All electronics shall be self-contained and require no external relaying, power supply, or accessories. Printed circuit cards shall be treated to resist moisture absorption, fungus growth, and signal leakage. All electronics shall be housed in an enclosure which provides protection against arcs, magnetic interference, dust, and other contaminants. Solid-state sensing shall measure true RMS current with error less than one percent on systems with distortions through the 13th harmonic. Peak or average actuating devices are not acceptable. Current sensors shall be torodial construction, encased in a plastic housing filled with epoxy to protect against damage

and moisture and shall be integrally mounted on the breaker. Where indicated on the drawings, circuit breaker frames shall be rated for 100 percent continuous duty. Circuit breakers shall have tripping features as shown on the drawings and as described below:

- a. Long-time current pick-up, adjustable from 50 percent to 100 percent of continuous current rating.
- b. (Am#0003) Fixed long-time delay.
- c. Short-time current pick-up, adjustable from 1.5 to 9 times long-time current setting.
- d. (Am#0003) Fixed short-time delay.
- e. (Am#0003)
- f. Instantaneous current pick-up, adjustable from 1.5 to 9 times long-time current setting.
- g. Ground-fault pick-up, adjustable from 20 percent to 60 percent of sensor rating, but not greater than 1200 amperes. Sensing of ground-fault current at the main bonding jumper or ground strap will not be permitted. Zone-selective interlocking shall be provided as shown.
- h. (Am#0003) Fixed ground-fault delay.
- i. Ground-fault I square times t switch.
- j. (Am#0003) Overload and short-time and ground-fault trip indicators shall be provided.
- 2.6.3 (Am#0003)
- 2.6.4 (Am#0003)
- 2.6.5 (Am#0003)
- 2.6.6 (Am#0003)
- 2.6.7 (Am#0003)
- 2.6.8 Ground Fault Circuit Interrupters
 - UL 943. Breakers equipped with ground fault circuit interrupters shall have ground fault class, interrupting capacity, and voltage and current

ratings as indicated.

2.7 MOTOR SHORT-CIRCUIT PROTECTOR (MSCP)

Motor short-circuit protectors shall conform to UL 508 and shall be provided as shown. Protectors shall be used only as part of a combination motor controller which provides coordinated motor branch-circuit overload and short-circuit protection, and shall be rated in accordance with the requirements of NFPA 70.

2.7.1 Construction

Motor short-circuit protector bodies shall be constructed of high temperature, dimensionally stable, long life, nonhygroscopic materials. Protectors shall fit special MSCP mounting clips and shall not be interchangeable with any commercially available fuses. Protectors shall have 100 percent one-way interchangeability within the A-Y letter designations. All ratings shall be clearly visible.

2.7.2 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. Letter designations shall be A through Y for motor controller Sizes 0, 1, 2, 3, 4, and 5, with 100,000 amperes interrupting capacity rating. Letter designations shall correspond to controller sizes as follows:

ONTROLLER SIZE		MSCP	DESIGNATION
NEMA	0		A-N
NEMA	1		A-P
NEMA	2		A-S
NEMA	3		A-U
NEMA	4		A-W
NEMA	5		A-Y

2.8 CONDUIT AND TUBING

2.8.1 Electrical, Zinc-Coated Steel Metallic Tubing (EMT)

UL 797

2.8.2 (Am#0003)

2.8.3 (Am#0003)

2.8.4 Flexible Conduit, Steel and Plastic

General-purpose type, UL 1; liquid tight, UL 360, and UL 1660.

2.8.5 Intermediate Metal Conduit
UL 1242.

2.8.6 PVC Coated Rigid Steel Conduit
NEMA RN 1.

2.8.7 Rigid Aluminum Conduit

ANSI C80.5 and UL 6.

2.8.8 Rigid Metal Conduit

UL 6.

2.8.9 Rigid Plastic Conduit

NEMA TC 2, UL 651 and UL 651A.

- 2.8.10 Surface Metal Electrical Raceways and Fittings UL 5.
- 2.9 CONDUIT AND DEVICE BOXES AND FITTINGS
- 2.9.1 Boxes, Metallic Outlet

NEMA OS 1 and UL 514A.

- 2.9.2 Boxes, Nonmetallic, Outlet and Flush-Device Boxes and Covers
 NEMA OS 2 and UL 514C.
- 2.9.3 Boxes, Outlet for Use in Hazardous (Classified) Locations
 UL 886.
- 2.9.4 Boxes, Switch (Enclosed), Surface-Mounted UL 98.
- 2.9.5 Fittings for Conduit and Outlet Boxes
 UL 514B.
- 2.9.6 (Am#0003)
- 2.9.7 Fittings, PVC, for Use with Rigid PVC Conduit and Tubing UL 514B.
- 2.10 (Am#0003)

- 2.11 CONNECTORS, WIRE PRESSURE
- 2.11.1 For Use With Copper Conductors

UL 486A.

- 2.11.2 (Am#0003)
- 2.12 ELECTRICAL GROUNDING AND BONDING EQUIPMENT

UL 467.

2.12.1 Ground Rods

Ground rods shall be of (Am#0003) copper-clad steel conforming to UL 467 not less than (Am#0003) 19.1 mm in diameter by (Am#0003)2.4 meter in length of the sectional type driven full length into the earth.

- 2.12.2 (Am#0003)
- 2.13 ENCLOSURES

NEMA ICS 6 (Am#0003) or NEMA 250 unless otherwise specified.

2.13.1 Cabinets and Boxes

Cabinets and boxes with volume greater than 0.0164 cubic meters shall be in accordance with UL 50, hot-dip, zinc-coated, if sheet steel.

2.13.2 Circuit Breaker Enclosures

UL 489.

2.13.3 (Am#0003)

UL 877.

2.14 LIGHTING FIXTURES, LAMPS, BALLASTS, EMERGENCY EQUIPMENT, CONTROLS AND ACCESSORIES

The following specifications are supported and supplemented by information and details on the drawings. Additional fixtures, if shown, shall conform to this specification. Lighting equipment installed in classified hazardous locations shall conform to UL 844. Lamps, lampholders, ballasts, transformers, electronic circuitry and other lighting system components shall be constructed according to industry standards. Equipment shall be tested and listed by a recognized independent testing laboratory for the expected installation conditions. Equipment shall conform to the standards listed below.

2.14.1 Lamps

Lamps shall be constructed to operate in the specified fixture, and shall function without derating life or output as listed in published data. Lamps shall meet the requirements of the Energy Policy Act of 1992.

(Am#0003)

b. Fluorescent lamps shall have color temperature (Am#0003) 3,500 degrees Kelvin. They shall be designed to operate with the ballasts and circuitry of the fixtures in which they will be used. Fluorescent lamps, including spares, shall be manufactured by one manufacturer to provide for color and performance consistency. Fluorescent lamps shall comply with ANSI C78.1. Fluorescent tube lamp efficiencies shall meet or exceed the following requirements.

T8, 32 watts	(4' lamp)	2800 lumens
T12,34 watts	(4' lamp)	2800 lumens
T8,59 watts	(8' lamp)	5700 lumens
T12,60 watts	(8' lamp)	5600 lumens
T8/U,31-32 watts	(U-tube)	2600 lumens
T12/U,34 watts	(U-tube)	2700 lumens

- (1) Linear fluorescent lamps, unless otherwise indicated, shall be 1219 mm long 32 watt T8, 265 mA, with minimum CRI of 75. Lamps of other lengths or types shall be used only where specified or shown. Lamps shall deliver rated life when operated on (Am#0003) instant start ballasts.
- (2) Small compact fluorescent lamps shall be twin, double, or triple tube configuration as shown with bi-pin or four-pin snap-in base and shall have minimum CRI of 85. They shall deliver rated life when operated on ballasts as shown. 9 and 13 watt double tube lamps shall comply with ANSI C78.2B. 18 and 26 watt double tube lamps shall comply with ANSI C78.2A. Minimum starting temperature shall be 0 degrees C for twin tube lamps and for double and triple twin tube lamps without internal starter; and -9 degrees C for double and triple twin tube lamps with internal starter.
- (3) Long compact fluorescent lamps shall be 18, 27, 39, 40, 50, or 55 watt bi-axial type as shown with four-pin snap-in base; shall have minimum CRI of 85; and shall have a minimum starting temperature of 10 degrees C . They shall deliver rated life when operated on (Am#0003) instant start ballasts .

(Am#0003)

2.14.2 Ballasts and Transformers

Ballasts or transformers shall be designed to operate the designated lamps within their optimum specifications, without derating the lamps. Lamp and ballast combinations shall be certified as acceptable by the lamp

manufacturer.

(Am#0003)

- b. Fluorescent ballasts shall comply with ANSI C82.1 and shall be mounted integrally within fluorescent fixture housing unless otherwise shown. Ballasts shall have maximum current crest factor of 1.7; high power factor; Class A sound rating; maximum operating case temperature of 25 degrees C above ambient; and shall be rated Class P. Unless otherwise indicated, the minimum number of ballasts shall be used to serve each individual fixture. A single ballast may be used to serve multiple fixtures if they are continuously mounted, identically controlled and factory manufactured for that installation with an integral wireway.
 - (1) Compact fluorescent ballasts shall comply with IEEE C62.41 Category A transient voltage variation requirements and shall be mounted integrally within compact fluorescent fixture housing unless otherwise shown. Ballasts shall have minimum ballast factor of 0.95; maximum current crest factor of 1.6; high power factor; maximum operating case temperature of 25 degrees C above ambient; shall be rated Class P; and shall have a sound rating of Class A. Ballasts shall meet FCC Class A specifications for EMI/RFI emissions. Ballasts shall operate from nominal line voltage of (Am#0003) 120 volts at (Am#0003) 60 Hz and maintain constant light output over a line voltage variation of \pm 10%. Ballasts shall have an end-of-lamp-life detection and shut-down circuit. Ballasts shall be UL listed and shall contain no PCBs. Ballasts shall contain potting to secure PC board, provide lead strain relief, and provide a moisture barrier.
 - (2) Electronic fluorescent ballasts shall comply with 47 CFR 18 for electromagnetic interference. Ballasts shall withstand line transients per IEEE C62.41, Category A. Ballasts shall have total harmonic distortion between 10 and 20%; minimum frequency of 20,000Hz; filament voltage between 2.5 and 4.5 volts; maximum starting inrush current of 20 amperes; and shall comply with the minimum Ballast Efficacy Factors shown in the table below. Minimum starting temperature shall be [10 degrees C] (Am#0003). Ballasts shall carry a manufacturer's full warranty of three years, including a minimum \$10 labor allowance per ballast.

ELECTRONIC FLUORESCENT BALLAST EFFICACY FACTORS

LAMP	TYPE OF	NOMINAL	NUMBER	MINIMUM
TYPE	STARTER	OPERATIONAL	OF	BALLAST
	& LAMP	VOLTAGE	LAMPS	EFFICACY
				FACTOR
32W T8	rapid	120 or 277 V	1	2.54
	start		2	1.44
	linear &		3	0.93
	U-tubes		4	0.73

34W T				EFFICACY 1 2 3	FACTORS 2.64 1.41 0.93	
59W T	°8 rapid start linear	120 or	277 V	2	0.80	
60W T	rapid start linear	120 or	277 V	2	0.80	

(Am#0003)

(Am#0003)

(Am#0003)

2.14.3 Fixtures

Fixtures shall be in accordance with the size, shape, appearance, finish, and performance shown. Unless otherwise indicated, lighting fixtures shall be provided with housings, junction boxes, wiring, lampholders, mounting supports, trim, hardware and accessories for a complete and operable installation. Recessed housings shall be minimum 20 gauge cold rolled or galvanized steel as shown. Extruded aluminum fixtures shall have minimum wall thickness of 3 mm. Plastic lenses shall be 100% virgin acrylic or as shown. Glass lenses shall be tempered. Heat resistant glass shall be borosilicate type. Conoid recessed reflector cones shall be Alzak with clear specular low iridescent finish.

(Am#0003)

b. Fluorescent fixtures shall comply with UL 1570. Recessed ceiling fixtures shall comply with NEMA LE 4. Fixtures shall be plainly marked for proper lamp and ballast type to identify lamp diameter, wattage, color and start type. Marking shall be readily visible to service personnel, but not visible from normal viewing angles. Fluorescent fixture lens frames on recessed and surface mounted troffers shall be one assembly with mitered corners. Parabolic louvers shall have a low iridescent finish and 45 degree cut-off. Louver intersection joints shall be hairline type and shall conceal mounting tabs or other assembly methods. Louvers shall be free from blemishes, lines or defects which distort the visual surface. Integral ballast and wireway compartments shall be easily accessible without the use of special tools. Housings shall be constructed to include grounding necessary to start the

lamps. Open fixtures shall be equipped with a sleeve, wire guard, or other positive means to prevent lamps from falling. Medium bi-pin lampholders shall be twist-in type with positive locking position. Long compact fluorescent fixtures and fixtures utilizing U-bend lamps shall have clamps or secondary lampholders to support the free ends of the lamps.

(Am#0003)

(Am#0003)

2.14.4 Lampholders, Starters, and Starter Holders

UL 542

2.14.5 (Am#0003)

- 2.15 LOW-VOLTAGE FUSES AND FUSEHOLDERS
- 2.15.1 Fuses, Low Voltage Cartridge Type
 NEMA FU 1.
- 2.15.2 Fuses, High-Interrupting-Capacity, Current-Limiting Type
 Fuses, Class G, J, L and CC shall be in accordance with UL 198C.
- 2.15.3 Fuses, Class K, High-Interrupting-Capacity Type UL 198D.
- 2.15.4 Fuses, Class H

UL 198B.

2.15.5 Fuses, Class R

UL 198E.

2.15.6 Fuses, Class T

UL 198H.

- 2.15.7 Fuses for Supplementary Overcurrent Protection
 UL 198G.
- 2.15.8 Fuses, D-C for Industrial Use

UL 198L.

2.15.9 Fuseholders

UL 512.

2.16 INSTRUMENTS, ELECTRICAL INDICATING

ANSI C39.1.

2.17 MOTORS, AC, FRACTIONAL AND INTEGRAL

Motors, ac, fractional and integral kilowatt, 373.0 kW and smaller shall conform to NEMA MG 1 and UL 1004for motors; NEMA MG 10 for energy management selection of polyphase motors; and UL 674 for use of motors in hazardous (classified) locations. In addition to the standards listed above, motors shall be provided with efficiencies as specified in the table "MINIMUM NOMINAL EFFICIENCIES" below.

2.17.1 Rating

The kilowatt rating of motors should be limited to no more than 125 percent of the maximum load being served unless a NEMA standard size does not fall within this range. In this case, the next larger NEMA standard motor size should be used.

2.17.2 Motor Efficiencies

All permanently wired polyphase motors of 746 W or more shall meet the minimum full-load efficiencies as indicated in the following table, and as specified in this specification. Motors of 746 W or more with open, drip proof or totally enclosed fan cooled enclosures shall be high efficiency type, unless otherwise indicated. Motor efficiencies indicated in the tables apply to general-purpose, single-speed, polyphase induction motors. Applications which require definite purpose, special purpose, special frame, or special mounted polyphase induction motors are excluded from these efficiency requirements. Motors provided as an integral part of motor driven equipment are excluded from this requirement if a minimum seasonal or overall efficiency requirement is indicated for that equipment by the provisions of another section.

(Am#0003)

MINIMUM NOMINAL MOTOR EFFICIENCIES OPEN DRIP PROOF MOTORS

<u>kW</u>	1200 RPM	1800 RPM	3600 RPM
0.746	82.5	85.5	80.0
1.12	86.5	86.5	85.5
1.49	87.5	86.5	86.5
2.24	89.5	89.5	86.5
3.73	89.5	89.5	89.5

(Am#0003)

TOTALLY ENCLOSED FAN-COOLED MOTORS

ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0029

TOTALIA	ENCLOSED	FAN-COOLED	MOTORS

kW	1200 RPM	1800 RPM	3600 RPM
0.746	82.5	85.5	78.5
1.12	87.5	86.5	85.5
1.49	88.5	86.5	86.5
2.24	89.5	89.5	88.5
3.73	89.5	89.5	89.5

(Am#0003)

MINIMUM NOMINAL MOTOR EFFICIENCIES OPEN DRIP PROOF MOTORS

<u>HP</u>	1200 RPM	<u> 1800 RPM</u>	3600 RPM
1	82.5	85.5	80.0
1.5	86.5	86.5	85.5
2	87.5	86.5	86.5
3	89.5	89.5	86.5
5	89.5	89.5	89.5

(Am#0003)

TOTALLY ENCLOSED FAN-COOLED MOTORS

HP	<u>1200 RPM</u>	1800 RPM	3600 RPM
1	82.5	85.5	78.5
1.5	87.5	86.5	85.5
2	88.5	86.5	86.5
3	89.5	89.5	88.5
5	89.5	89.5	89.5

2.18 MOTOR CONTROLS AND MOTOR CONTROL CENTERS

2.18.1 General

NEMA ICS 1, NEMA ICS 2, NEMA ICS 3 and NEMA ICS 6, and UL 508 and UL 845. Panelboards supplying non-linear loads shall have neutrals sized for 200 percent of rated current.

2.18.2 Motor Starters

Combination starters shall be provided with (Am#0003) as indicated.

2.18.2.1 (Am#0003)

2.18.3 Thermal-Overload Protection

Each motor of 93 W (1/8 hp) or larger shall be provided with thermal-overload protection. Polyphase motors shall have overload protection in each ungrounded conductor. The overload-protection device shall be provided either integral with the motor or controller, or shall be

mounted in a separate enclosure. Unless otherwise specified, the protective device shall be of the manually reset type. Single or double pole tumbler switches specifically designed for alternating-current operation only may be used as manual controllers for single-phase motors having a current rating not in excess of 80 percent of the switch rating.

- 2.18.4 (Am#0003)
- 2.18.5 Automatic Control Devices
- 2.18.5.1 Direct Control

Automatic control devices (such as thermostats, float or pressure switches) which control the starting and stopping of motors directly shall be designed for that purpose and have an adequate kilowatt rating.

- 2.18.5.2 (Am#0003)
- 2.18.5.3 (Am#0003)
- 2.18.6 (Am#0003)
- 2.19 PANELBOARDS

Dead-front construction, NEMA PB 1 and UL 67.

- 2.20 RECEPTACLES
- 2.20.1 (Am#0003)
- 2.20.2 (Am#0003)

NEMA WD 1. Devices shall conform to all requirements for heavy duty receptacles.

2.20.3 Standard Grade

UL 498.

2.20.4 Ground Fault Interrupters

UL 943, Class A or B.

2.20.5 (Am#0003)

UL 1010.

2.20.6 NEMA Standard Receptacle Configurations

FHFTT

NEMA WD 6.

a. Single and Duplex, 15-Ampere and 20-Ampere, 125 Volt

15-ampere, non-locking: NEMA type 5-15R, locking: NEMA type L5-15R, 20-ampere, non-locking: NEMA type 5-20R, locking: NEMA type L5-20R.

(Am#0003)

e. 30-Ampere, 250 Volt

Two-pole, 3-wire grounding, non-locking: NEMA type 6-30R, locking: NEMA type L6-30R. Three-pole, 4-wire grounding, non-locking: NEMA type 15-30R, locking: NEMA type L15-30R.

(Am#0003)

2.21 Service Entrance Equipment

UL 869A.

2.22 SPLICE, CONDUCTOR

UL 486C.

- 2.23 (Am#0003) POWER-SWITCHGEAR ASSEMBLIES INCLUDING SWITCHBOARDS
- 2.24 SNAP SWITCHES

UL 20.

- 2.25 TAPES
- 2.25.1 Plastic Tape

UL 510.

2.25.2 Rubber Tape

UL 510.

2.26 TRANSFORMERS

Single- and three-phase transformers shall have two windings per phase. Full-capacity standard NEMA taps shall be provided in the primary windings of transformers unless otherwise indicated. Three-phase transformers shall be configured with (Am#0003) delta-wye windings, except as indicated. (Am#0003) . Transformers supplying non-linear loads shall be UL listed as suitable for supplying such loads with a total K-factor not to exceed (Am#0003) K-9 and have neutrals sized for 200 percent of rated current.

2.26.1 (Am#0003)

2.26.2 Liquid-Insulated Transformers

IEEE C57.12.00, ANSI C57.12.10, ANSI C57.12.13, ANSI C57.12.27, ANSI C57.12.70, IEEE C57.12.80, IEEE C57.12.90, IEEE C57.98, and IEEE C57.100. Transformers may be the mineral-oil insulated, silicone, or the high-molecular weight hydrocarbon (HMWH) type. Voltage and KVA ratings shall be as indicated. Pressure relief valves and relays required for safe operation in an interior location or vault shall be provided. (Am#0003) Single kVA ratings shown are based on self-cooled operation. Temperature rise shall not exceed 55/65 degrees C under full load operation in an ambient temperature of 40 degrees C. Percent voltage impedance shall be (Am#0003) as required to limit the available fault current to less than the withstand rating of the equipment fed by the transformer. The basic impulse insulation level (BIL) rating shall be not less than 95 kV for the distribution voltage shown. Nameplates shall be provided in accordance with IEEE C57.12.00.

2.26.3 Average Sound Level

The average sound level in decibels (dB) of transformers shall not exceed the following dB level at 300 mm for the applicable kVA rating range listed unless otherwise indicated:

(Am#0003)

kVA Range	dВ	Sound	Level
1-50			50
51-150			55

2.27 (Am#0003)

2.28 WATTHOUR METERS, UTILITY REVENUE

Watthour meters shall conform to ANSI C12.1 and ANSI C12.10, except numbered terminal wiring sequence and case size may be the manufacturer's standard. Watthour meters shall be of the (Am#0003) socket-mounted outdoor type having a 15-minute, cumulative form, demand register meeting ANSI C12.4 and provided with not less than two and one-half stators. Watthour demand meters shall have factory-installed electronic pulse initiators meeting the requirements of ANSI C12.1. Pulse initiators shall be solid-state devices incorporating light-emitting diodes, phototransistors, and power transistors, except that mercury-wetted output contacts are acceptable. Initiators shall be totally contained within watthour demand meter enclosures, shall be capable of operating up to speeds of 500 pulses per minute with no false pulses, and shall require no field adjustments. Initiators shall be calibrated for a pulse rate output of one pulse per 1/4 disc revolution of the associated meter and shall be compatible with the indicated equipment.

2.29 WATTHOUR/DEMAND METERS, CHECK

ANSI C12.10 for self-contained (Am#0003) watthour-demand meter with

pulse-initiators for remote monitoring of watt-hour usage and instantaneous demand

. .

2.30 INSTRUMENT TRANSFORMERS

2.30.1 General

Instrument transformers shall comply with ANSI C12.11 and IEEE C57.13. Instrument transformers shall be configured for mounting in/on the device to which they are applied. Polarity marks on instrument transformers shall be visually evident and shown on drawings.

2.30.2 Current Transformers

Unless otherwise indicated, bar, wound, or window-type transformers are acceptable; and except for window-type units installed over insulated buses, transformers shall have a BIL rating consistent with the rated BIL of the associated switchgear or electric power apparatus bushings, buses or conductors. Current transformers shall have the indicated ratios. The continuous thermal-current rating factor shall be not less than 1.5. Other thermal and mechanical ratings of current transformer and their primary leads shall be coordinated with the design of the circuit breaker and shall be not less than the momentary rating of the associated circuit breaker. Circuit protectors shall be provided across secondary leads of the current transformers to prevent the accidental open-circuiting of the transformers while energized. Each terminal of each current transformer shall be connected to a short-circuiting terminal block in the circuit interrupting mechanism cabinet, power transformer terminal cabinet, and in the associated instrument and relay cabinets.

2.30.2.1 (Am#0003)

2.30.2.2 (Am#0003)

2.30.2.3 (Am#0003)

2.30.2.4 Current Transformers for kWH and Demand Metering (Low Voltage)

Current transformers shall conform to IEEE C57.13. Provide current transformers with a metering accuracy Class of 0.3 through (Am#0003) B-0.1, with a minimum RF of 4.0 at 30 degrees C, with 600-volt insulation, and 10 kV BIL. Provide butyl-molded, window-type current transformers mounted (Am#) on the transformer low-voltage bushings. Route current transformer leads in a location as remote as possible from the power transformer secondary cables to permit current measurements to be taken with hook-on-ammeters.

2.30.2.5 (Am#0003)

2.31 WIRING DEVICES

NEMA WD 1 for wiring devices, and NEMA WD 6 for dimensional requirements of wiring devices.

2.32 Liquid-Dielectrics

Liquid dielectrics for transformers, capacitors, and other liquid-filled electrical equipment shall be non-polychlorinated biphenyl (PCB) mineral oil or less flammable liquid as specified. Nonflammable fluids shall not be used. Tetrachloroethylene (perchloroethylene) and 1, 2, 4 trichlorobenzene fluids shall be certified by the manufacturer as having less than (Am#0003) 50 parts per million (ppm) PCB content. In lieu of the manufacturer's certification, the Contractor may submit a test sample of the dielectric in accordance with ASTM D 4059 at a testing facility approved by the Contracting Officer. Equipment with test results indicating PCB level exceeding (Am#0003) 50 ppm shall be replaced.

2.33 (Am#0003)

PART 3 EXECUTION

3.1 GROUNDING

Grounding shall be in conformance with NFPA 70, the contract drawings, and the following specifications.

3.1.1 Ground Rods

The resistance to ground shall be measured using the fall-of-potential method described in IEEE Std 81. The maximum resistance of a driven ground shall not exceed 25 ohms under normally dry conditions. If this resistance cannot be obtained with a single rod, (Am#0003)3 additional rods not less than 1.8 meters on centers, or if sectional type rods are used, 3 additional sections may be coupled and driven with the first rod. In high-ground-resistance, UL listed chemically charged ground rods may be used. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately. Connections below grade shall be fusion welded. Connections above grade shall be fusion welded or shall use UL 467 approved connectors.

3.1.2 (Am#0003)

3.1.3 Grounding Conductors

(Am#0003) A green equipment grounding conductor, sized in accordance with NFPA 70 shall be provided, regardless of the type of conduit. Equipment grounding bars shall be provided in all panelboards. The equipment grounding conductor shall be carried back to the service entrance grounding connection or separately derived grounding connection. All equipment grounding conductors, including metallic raceway systems used as such, shall be bonded or joined together in each wiring box or equipment enclosure. Metallic raceways and grounding conductors shall be checked to assure that they are wired or bonded into a common junction. Metallic

boxes and enclosures, if used, shall also be bonded to these grounding conductors by an approved means per NFPA 70. When switches, or other utilization devices are installed, any designated grounding terminal on these devices shall also be bonded to the equipment grounding conductor junction with a short jumper.

3.2 WIRING METHODS

Wiring shall conform to NFPA 70, the contract drawings, and the following specifications. Unless otherwise indicated, wiring shall consist of insulated conductors installed in (Am#0003) electrical metallic tubing. Where cables and wires are installed in cable trays, they shall be of the type permitted by NFPA 70 for use in such applications. Wire fill in conduits shall be based on NFPA 70 for the type of conduit and wire insulations specified. Wire fill in conduits located in Class I or II hazardous areas shall be limited to 25 percent of the cross sectional area of the conduit.

3.2.1 Conduit and Tubing Systems

Conduit and tubing systems shall be installed as indicated. Conduit sizes shown are based on use of copper conductors with insulation types as described in paragraph WIRING METHODS. Minimum size of raceways shall be 15 mm. Only metal conduits will be permitted when conduits are required for shielding or other special purposes indicated, or when required by conformance to NFPA 70. Nonmetallic conduit and tubing may be used in damp, wet or corrosive locations when permitted by NFPA 70 and the conduit or tubing system is provided with appropriate boxes, covers, clamps, screws or other appropriate type of fittings. Electrical metallic tubing (EMT) may be installed only within buildings. EMT may be installed in concrete and grout in dry locations. EMT installed in concrete or grout shall be provided with concrete tight fittings. EMT shall not be installed in damp or wet locations, or the air space of exterior masonry cavity walls. Bushings, manufactured fittings or boxes providing equivalent means of protection shall be installed on the ends of all conduits and shall be of the insulating type, where required by NFPA 70. Only UL listed adapters shall be used to connect EMT to rigid metal conduit, cast boxes, and conduit bodies. Aluminum conduit may be used only where installed exposed in dry locations. Nonaluminum sleeves shall be used where aluminum conduit passes through concrete floors and firewalls. (Am#0003) Penetrations of above grade floor slabs, time-rated partitions and fire walls shall be firestopped. Raceways shall be concealed within finished walls, ceilings, and floors unless otherwise shown. Raceways crossing structural expansion joints or seismic joints shall be provided with suitable expansion fittings or other suitable means to compensate for the building expansion and contraction and to provide for continuity of grounding. (Am#0003)

3.2.1.1 Pull Wires

A pull wire shall be inserted in each empty raceway in which wiring is to be installed if the raceway is more than 15 meters in length and contains more than the equivalent of two 90-degree bends, or where the raceway is more than 45 meters in length. The pull wire shall be of No. 14 AWG zinc-coated steel, or of plastic having not less than 1.4 MPa (200 psi) tensile strength. Not less than 254 mm of slack shall be left at each end of the pull wire.

3.2.1.2 Conduit Stub-Ups

Where conduits are to be stubbed up through concrete floors, a short elbow shall be installed below grade to transition from the horizontal run of conduit to a vertical run. A conduit coupling fitting, threaded on the inside shall be installed, to allow terminating the conduit flush with the finished floor. Wiring shall be extended in rigid threaded conduit to equipment, except that where required, flexible conduit may be used 150 mm above the floor. Empty or spare conduit stub-ups shall be plugged flush with the finished floor with a threaded, recessed plug.

3.2.1.3 Below Slab-on-Grade or in the Ground

Electrical wiring below slab-on-grade shall be protected by a conduit system. Conduit passing vertically through slabs-on-grade shall be rigid steel or IMC. Rigid steel or IMC conduits installed below slab-on-grade or in the earth shall be field wrapped with 0.254 mm thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system.

3.2.1.4 Installing in Slabs Including Slabs on Grade

Conduit installed in slabs-on-grade shall be rigid steel or IMC. Conduits shall be installed as close to the middle of concrete slabs as practicable without disturbing the reinforcement. Outside diameter shall not exceed 1/3 of the slab thickness and conduits shall be spaced not closer than 3 diameters on centers except at cabinet locations where the slab thickness shall be increased as approved by the Contracting Officer. Where conduit is run parallel to reinforcing steel, the conduit shall be spaced a minimum of one conduit diameter away but not less than 25.4 mm from the reinforcing steel.

3.2.1.5 Changes in Direction of Runs

Changes in direction of runs shall be made with symmetrical bends or cast-metal fittings. Field-made bends and offsets shall be made with an approved hickey or conduit-bending machine. Crushed or deformed raceways shall not be installed. Trapped raceways in damp and wet locations shall be avoided where possible. Lodgment of plaster, dirt, or trash in raceways, boxes, fittings and equipment shall be prevented during the course of construction. Clogged raceways shall be cleared of obstructions or shall be replaced.

3.2.1.6 Supports

Metallic conduits and tubing, and the support system to which they are attached, shall be securely and rigidly fastened in place to prevent vertical and horizontal movement at intervals of not more than 3 meters and within 900 mm of boxes, cabinets, and fittings, with approved pipe straps, wall brackets, conduit clamps, conduit hangers, threaded C-clamps, beam clamps, or ceiling trapeze. Loads and supports shall be coordinated with supporting structure to prevent damage or deformation to the structure. Loads shall not be applied to joist bridging. Attachment shall be by wood screws or screw-type nails to wood; by toggle bolts on hollow masonry units; by expansion bolts on concrete or brick; by machine screws, welded threaded studs, heat-treated or spring-steel-tension clamps on steel work. Nail-type nylon anchors or threaded studs driven in by a powder

charge and provided with lock washers and nuts may be used in lieu of expansion bolts or machine screws. Raceways or pipe straps shall not be welded to steel structures. Cutting the main reinforcing bars in reinforced concrete beams or joists shall be avoided when drilling holes for support anchors. Holes drilled for support anchors, but not used, shall be filled. In partitions of light steel construction, sheet-metal screws may be used. Raceways shall not be supported using wire or nylon ties. Raceways shall be independently supported from the structure. raceways shall not be used as a means of support for lower raceways. Supporting means shall not be shared between electrical raceways and mechanical piping or ducts. Cables and raceways shall not be supported by ceiling grids. Except where permitted by NFPA 70, wiring shall not be supported by ceiling support systems. Conduits shall be fastened to sheet-metal boxes and cabinets with two locknuts where required by NFPA 70, where insulating bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, a single locknut and bushing may be used. Threadless fittings for electrical metallic tubing shall be of a type approved for the conditions encountered. Additional support for horizontal runs is not required when EMT rests on steel stud cutouts.

3.2.1.7 Exposed Raceways

Exposed raceways shall be installed parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings. Raceways under raised floors and above accessible ceilings shall be considered as exposed installations in accordance with NFPA 70 definitions.

3.2.1.8 Exposed Risers

Exposed risers in wire shafts of multistory buildings shall be supported by U-clamp hangers at each floor level, and at intervals not to exceed 3 meters.

3.2.1.9 (Am#0003)

3.2.1.10 Communications Raceways

Communications raceways indicated shall be installed in accordance with the previous requirements for conduit and tubing and with the additional requirement that no length of run shall exceed 15 meters for 15 mm and 20 mm sizes, and 30 meters for 25 mm or larger sizes, and shall not contain more than two 90-degree bends or the equivalent. Additional pull or junction boxes shall be installed to comply with these limitations whether or not indicated. Inside radii of bends in conduits of 25 mm (1 inch) size or larger shall not be less than ten times the nominal diameter.

3.2.2 (Am#0003)

3.2.3 (Am#0003)

3.2.4 Cables and Conductors

Installation shall conform to the requirements of NFPA 70. Covered, bare or insulated conductors of circuits rated over 600 volts shall not occupy the same equipment wiring enclosure, cable, or raceway with conductors of circuits rated 600 volts or less.

3.2.4.1 Sizing

Unless otherwise noted, all sizes are based on copper conductors and the insulation types indicated. Sizes shall be not less than indicated. Branch-circuit conductors shall be not smaller than No. 12 AWG. (Am#) Conductors for branch circuits of 120 volts more than 30 meters long from panel to load center, shall be no smaller than No. 10 AWG. Class 1 remote control and signal circuit conductors shall be not less than No. 14 AWG. Class 2 remote control and signal circuit conductors shall be not less than No. 16 AWG. Class 3 low-energy, remote-control and signal circuits shall be not less than No. 22 AWG.

3.2.4.2 Use of Aluminum Conductors in Lieu of Copper

(Am#0003) Aluminum conductors shall not be used.

3.2.4.3 Cable Systems

Cable systems shall be installed where indicated. Cables shall be installed concealed behind ceiling or wall finish where practicable. Cables shall be threaded through holes bored on the approximate centerline of wood members; notching of surfaces will not be permitted. Sleeves shall be provided through bond beams of masonry-block walls for threading cables through hollow spaces. Exposed cables shall be installed parallel or at right angles to walls or structural members. In rooms or areas not provided with ceiling or wall finish, cables and outlets shall be installed so that a room finish may be applied in the future without disturbing the cables or resetting the boxes. Exposed nonmetallic-sheathed cables less than 1.2 meters above floors shall be protected from mechanical injury by installation in conduit or tubing.

3.2.4.4 (Am#0003)

3.2.4.5 Cable Splicing

Splices shall be made in an accessible location. Crimping tools and dies shall be approved by the connector manufacturer for use with the type of connector and conductor.

a. Copper Conductors, 600 Volt and Under: Splices in conductors No. 10 AWG and smaller diameter shall be made with an insulated, pressure-type connector. Splices in conductors No. 8 AWG and larger diameter shall be made with a solderless connector and insulated with tape or heat-shrink type insulating material equivalent to the conductor insulation.

(Am#0003)

3.2.4.6 Conductor Identification and Tagging

Power, control, and signal circuit conductor identification shall be provided within each enclosure where a tap, splice, or termination is made. Where several feeders pass through a common pull box, the feeders shall be tagged to indicate clearly the electrical characteristics, circuit number, and panel designation. Phase conductors of low voltage power circuits shall be identified by color coding. Phase identification by a particular color shall be maintained continuously for the length of a circuit, including junctions.

a. Color coding shall be provided for service, feeder, branch, and ground conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in the same raceway or box, other neutral shall be white with colored (not green) stripe. The color coding for 3-phase and single-phase low voltage systems shall be as follows:

(AM#0003)

120/208-volt, 3-phase: Black(A), red(B), and blue(C).

- b. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by the use of half-lapped bands of colored electrical tape wrapped around the insulation for a minimum of 75 mm of length near the end, or other method as submitted by the Contractor and approved by the Contracting Officer.
- c. Control and signal circuit conductor identification shall be made by color-coded insulated conductors, plastic-coated self-sticking printed markers, permanently attached stamped metal foil markers, or equivalent means as approved. Control circuit terminals of equipment shall be properly identified. Terminal and conductor identification shall match that shown on approved detail drawings. Hand lettering or marking is not acceptable.

3.3 BOXES AND SUPPORTS

Boxes shall be provided in the wiring or raceway systems where required by NFPA 70 for pulling of wires, making connections, and mounting of devices or fixtures. Pull boxes shall be furnished with screw-fastened covers. Indicated elevations are approximate, except where minimum mounting heights for hazardous areas are required by NFPA 70. Unless otherwise indicated, boxes for wall switches shall be mounted 1.2 meters—above finished floors. Switch and outlet boxes located on opposite sides of fire rated walls shall be separated by a minimum horizontal distance of 600 mm. The total combined area of all box openings in fire rated walls shall not exceed 0.0645 square meters—per 9.3 square meters. Maximum box areas for individual boxes in fire rated walls vary with the manufacturer and shall not exceed the maximum specified for that box in UL Elec Const Dir. Only

boxes listed in UL Elec Const Dir shall be used in fire rated walls.

3.3.1 Box Applications

Each box shall have not less than the volume required by NFPA 70 for number of conductors enclosed in box. Boxes for metallic raceways shall be listed for the intended use when located in normally wet locations, when flush or surface mounted on outside of exterior surfaces, or when located in hazardous areas. Boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces shall be gasketed. Boxes for mounting lighting fixtures shall be not less than 102 mm square, or octagonal, except smaller boxes may be installed as required by fixture configuration, as approved. Cast-metal boxes with 2.4 mm wall thickness are acceptable. Large size boxes shall be NEMA (Am#0003) 1 or as shown. Boxes in other locations shall be sheet steel except that aluminum boxes may be used with aluminum conduit, and nonmetallic boxes may be used with nonmetallic conduit and tubing or nonmetallic sheathed cable system, when permitted by NFPA 70. Boxes for use in masonry-block or tile walls shall be square-cornered, tile-type, or standard boxes having square-cornered, tile-type covers.

3.3.2 Brackets and Fasteners

Boxes and supports shall be fastened to wood with wood screws or screw-type nails of equal holding strength, with bolts and metal expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screw or welded studs on steel work. Threaded studs driven in by powder charge and provided with lockwashers and nuts, or nail-type nylon anchors may be used in lieu of expansion shields, or machine screws. Penetration of more than 38.1 mm (1-1/2 inches) into reinforced-concrete beams or more than 19.1 mm (3/4 inch) into reinforced-concrete joists shall avoid cutting any main reinforcing steel. The use of brackets which depend on gypsum wallboard or plasterboard for primary support will not be permitted. In partitions of light steel construction, bar hangers with 25 mm long studs, mounted between metal wall studs or metal box mounting brackets shall be used to secure boxes to the building structure. metal box mounting brackets are used, additional box support shall be provided on the side of the box opposite the brackets. This additional box support shall consist of a minimum 300 mm long section of wall stud, bracketed to the opposite side of the box and secured by two screws through the wallboard on each side of the stud. Metal screws may be used in lieu of the metal box mounting brackets.

3.3.3 Mounting in Walls, Ceilings, or Recessed Locations

In walls or ceilings of concrete, tile, or other non-combustible material, boxes shall be installed so that the edge of the box is not recessed more than 6 mm from the finished surface. Boxes mounted in combustible walls or ceiling material shall be mounted flush with the finished surface. The use of gypsum or plasterboard as a means of supporting boxes will not be permitted. Boxes installed for concealed wiring shall be provided with suitable extension rings or plaster covers, as required. The bottom of boxes installed in masonry-block walls for concealed wiring shall be mounted flush with the top of a block to minimize cutting of the blocks, and boxes shall be located horizontally to avoid cutting webs of block. Separate boxes shall be provided for flush or recessed fixtures when required by the fixture terminal operating temperature, and fixtures shall

be readily removable for access to the boxes unless ceiling access panels are provided.

3.3.4 Installation in Overhead Spaces

In open overhead spaces, cast-metal boxes threaded to raceways need not be separately supported except where used for fixture support; cast-metal boxes having threadless connectors and sheet metal boxes shall be supported directly from the building structure or by bar hangers. Hangers shall not be fastened to or supported from joist bridging. Where bar hangers are used, the bar shall be attached to raceways on opposite sides of the box and the raceway shall be supported with an approved type fastener not more than 600 mm from the box.

3.4 DEVICE PLATES

One-piece type device plates shall be provided for all outlets and fittings. Plates on unfinished walls and on fittings shall be of zinc-coated sheet steel, cast-metal, or impact resistant plastic having rounded or beveled edges. Plates on finished walls shall be of [steel with baked enamel finish or impact-resistant plastic and shall be [ivory] [as indicated]] [satin finish corrosion resistant steel or satin finish chromium plated brass]. Screws shall be of metal with countersunk heads, in a color to match the finish of the plate. Plates shall be installed with all four edges in continuous contact with finished wall surfaces without the use of mats or similar devices. Plaster fillings will not be permitted. Plates shall be installed with an alignment tolerance of 1.6 mm. The use of sectional-type device plates will not be permitted. Plates installed in wet locations shall be gasketed and provided with a hinged, gasketed cover, unless otherwise specified.

3.5 RECEPTACLES

3.5.1 Single and Duplex, 15 or 20-ampere, 125 volt

Single and duplex receptacles shall be rated (Am#0003) 20 amperes, 125 volts, two-pole, three-wire, grounding type with polarized parallel slots. Bodies shall be of (Am#0003) ivory to match color of switch handles in the same room or to harmonize with the color of the respective wall, and supported by mounting strap having plaster ears. Contact arrangement shall be such that contact is made on two sides of an inserted blade. Receptacle shall be side- or back-wired with two screws per terminal. The third grounding pole shall be connected to the metal mounting yoke. Switched receptacles shall be the same as other receptacles specified except that the ungrounded pole of each suitable receptacle shall be provided with a separate terminal. Only the top receptacle of a duplex receptacle shall be wired for switching application. Receptacles with ground fault circuit interrupters shall have the current rating as indicated, and shall be UL Class A type unless otherwise shown. Ground fault circuit protection shall be provided as required by NFPA 70 and as indicated on the drawings.

3.5.2 (Am#0003)

3.5.3 (Am#0003)

3.5.4 Weatherproof Applications

Weatherproof receptacles shall be suitable for the environment, damp or wet as applicable, and the housings shall be labeled to identify the allowable use. Receptacles shall be marked in accordance with UL 514A for the type of use indicated; "Damp locations", "Wet Locations", "Wet Location Only When Cover Closed". Assemblies shall be installed in accordance with the manufacturer's recommendations.

3.5.4.1 Damp Locations

Receptacles in damp locations shall be mounted in an outlet box with a gasketed, weatherproof, cast-metal cover plate (device plate, box cover) and a gasketed cap (hood, receptacle cover) over each receptacle opening. The cap shall be either a screw-on type permanently attached to the cover plate by a short length of bead chain or shall be a flap type attached to the cover with a spring loaded hinge.

- 3.5.4.2 (Am#0003)
- 3.5.5 (Am#0003)
- 3.5.6 (Am#0003)
- 3.5.7 (Am#0003)
- 3.5.8 Receptacles, 30-Ampere, 250-Volt

Receptacles, single, 30-ampere, 250-volt, shall be molded-plastic, three-pole, three-wire type, complete with appropriate mating cord-grip plug.

- 3.5.9 (Am#0003)
- 3.5.10 (Am#0003)
- 3.5.11 (Am#0003)

3.6 WALL SWITCHES

Wall switches shall be of the totally enclosed tumbler type. The wall

switch handle and switch plate color shall be (Am#0003) ivory. Wiring terminals shall be of the screw type or of the solderless pressure type having suitable conductor-release arrangement. Not more than [one switch] [two switches] shall be installed in a single-gang position. Switches shall be rated (Am#0003) 20-ampere 120-volt for use on alternating current only. Pilot lights indicated shall consist of yoke-mounted candelabra-base sockets rated at 75 watts, 125 volts, and fitted with glass or plastic jewels. A clear 6-watt lamp shall be furnished and installed in each pilot switch. Jewels for use with switches controlling motors shall be green, and jewels for other purposes shall be red. Dimming switches shall be solid-state flush mounted, sized for the loads.

3.7 SERVICE EQUIPMENT

Service-disconnecting means shall be of the enclosed molded-case circuit breaker type with an external handle for manual operation. When service disconnecting means is a part of an assembly, the assembly shall be listed as suitable for service entrance equipment. Enclosures shall be sheet metal with hinged cover for surface mounting unless otherwise indicated.

3.8 PANELBOARDS AND LOADCENTERS

Circuit breakers and switches used as a motor disconnecting means shall be capable of being locked in the open position. Door locks shall be keyed alike. Nameplates shall be as approved. Directories shall be typed to indicate loads served by each circuit and mounted in a holder behind a clear protective covering. Busses shall be (Am#0003) copper.

3.8.1 (Am#0003)

3.8.2 Panelboards

Panelboards shall be circuit breaker or fusible switch equipped as indicated on the drawings. (Am#0003) Multipole fusible switches shall be of the hinged-door type; single pole fusible switches shall be of the tumbler switch and fuse type. Switches serving as a motor disconnect means shall be of the tumbler switch and fuse type. Switches serving as motor disconnect means shall be horsepower rated in conformance with UL 98.

3.9 FUSES

Equipment provided under this contract shall be provided with a complete set of properly rated fuses when the equipment manufacturer utilize fuses in the manufacture of the equipment, or if current-limiting fuses are required to be installed to limit the ampere-interrupting capacity of circuit breakers or equipment to less than the maximum available fault current at the location of the equipment to be installed. Fuses shall have a voltage rating of not less than the phase-to-phase circuit voltage, and shall have the time-current characteristics required for effective power system coordination. Time-delay and non-time-delay options shall be as (Am#0003) specified.

3.9.1 Cartridge Fuses; Noncurrent-Limiting Type

Cartridge fuses of the noncurrent-limiting type shall be Class H,

nonrenewable, dual element, time lag type and shall have interrupting capacity of 10,000 amperes. At 500 percent current, cartridge fuses shall not blow in less than 10 seconds.

- 3.9.2 (Am#0003)
- 3.9.3 (Am#0003)
- 3.9.4 (Am#0003)

3.9.5 Motor and Transformer Circuit Fuses

Motor, motor controller, transformer, and inductive circuit fuses shall be Class RK1 or RK5, current-limiting, time-delay with 200,000 amperes interrupting capacity.

3.10 UNDERGROUND SERVICE

Unless otherwise indicated, interior conduit systems shall be stubbed out 1.5 m beyond the building wall and 600 mm below finished grade, for interface with the exterior service lateral conduits [and exterior communications conduits]. Outside conduit ends shall be bushed when used for direct burial service lateral conductors. Outside conduit ends shall be capped or plugged until connected to exterior conduit systems. Underground service lateral conductors will be extended to building service entrance and terminated in accordance with the requirements of Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND and NFPA 70.

3.11 AERIAL SERVICE

Services shall conform to the requirements of Section 16370 ELECTRICAL DISTRIBUTION SYSTEM, AERIAL, IEEE C2, and NFPA 70. The service drop conductors shall be continuous from the point of connection on the last pole to the service mast or structural support, connected to the service entrance conductors, and shall be routed to a weatherhead, or weatherproof conduit fitting, before entry into an enclosing conduit. A drip loop shall be formed in each service conductor below the entrance to the weatherhead or the weatherproof conduit fitting. The weatherhead or weatherproof service entrance conduit fitting shall be securely fastened to a rigid galvanized steel (RGS) conduit that shall be terminated in the (Am#0003) meter enclosure which penetrates the exterior wall. Penetration of the conduit through an exterior wall shall be sealed to prevent the entrance of moisture and the escape of conditioned air.Aerial service drop conductors will be extended to building service entrance and terminated.

3.12 MOTORS

Each motor shall conform to the kW and voltage ratings indicated, and shall have a service factor and other characteristics that are essential to the proper application and performance of the motors under conditions shown or specified. Three-phase motors for use on 3-phase 208-volt systems shall

have a nameplate rating of 200 volts. Unless otherwise specified, all motors shall have open frames, and continuous-duty classification based on a 40 degree C ambient temperature reference. Polyphase motors shall be squirrel-cage type, having normal-starting-torque and low-starting-current characteristics, unless other characteristics are specified in other sections of these specifications or shown on contract drawings. The Contractor shall be responsible for selecting the actual kilowatt (horsepower) ratings and other motor requirements necessary for the applications indicated. When electrically driven equipment furnished under other sections of these specifications materially differs from the design, the Contractor shall make the necessary adjustments to the wiring, disconnect devices and branch-circuit protection to accommodate the equipment actually installed.

3.13 MOTOR CONTROL

Each motor or group of motors requiring a single control (Am#0003) and not controlled from a motor-control center shall be provided under other sections of these specifications with a suitable controller and devices that will perform the functions as specified for the respective motors. Each motor of 93 W (1/8 hp) or larger shall be provided with thermal-overload protection. Polyphase motors shall have overload protection in each ungrounded conductor. The overload-protection device shall be provided either integral with the motor or controller, or shall be mounted in a separate enclosure. Unless otherwise specified, the protective device shall be of the manually reset type. Single or double pole tumbler switches specifically designed for alternating-current operation only may be used as manual controllers for single-phase motors having a current rating not in excess of 80 percent of the switch rating. Automatic control devices such as thermostats, float or pressure switches may control the starting and stopping of motors directly, provided the devices used are designed for that purpose and have an adequate kilowatt rating. When the automatic-control device does not have such a rating, a magnetic starter shall be used, with the automatic-control device actuating the pilot-control circuit. When combination manual and automatic control is specified and the automatic-control device operates the motor directly, a double-throw, three-position tumbler or rotary switch shall be provided for the manual control; when the automatic-control device actuates the pilot control circuit of a magnetic starter, the latter shall be provided with a three-position selector switch marked MANUAL-OFF-AUTOMATIC. Connections to the selector switch shall be such that only the normal automatic regulatory control devices will be bypassed when the switch is in the Manual position; all safety control devices, such as low- or high-pressure cutouts, high-temperature cutouts, and motor-overload protective devices, shall be connected in the motor-control circuit in both the Manual and the Automatic positions of the selector switch. Control circuit connections to any MANUAL-OFF-AUTOMATIC switch or to more than one automatic regulatory control device shall be made in accordance with wiring diagram approved by the Contracting Officer unless such diagram is included on the drawings. All controls shall be 120 volts or less unless otherwise indicated.

3.13.1 (Am#0003)

3.13.2 (Am#0003)

3.13.3 (Am#0003)

3.13.4 (Am#0003)

3.14 MOTOR-DISCONNECT MEANS

Each motor shall be provided with a disconnecting means when required by NFPA 70 even though not indicated. For single-phase motors, a single or double pole toggle switch, rated only for alternating current, will be acceptable for capacities less than 30 amperes, provided the ampere rating of the switch is at least 125 percent of the motor rating. Switches shall disconnect all ungrounded conductors.

3.15 TRANSFORMER INSTALLATION

Three-phase transformers shall be connected only in a delta-wye or wye-delta configuration as indicated (Am#0003).

3.16 LIGHTING FIXTURES, LAMPS AND BALLASTS

This paragraph shall cover the installation of lamps, lighting fixtures and ballasts in interior or building mounted applications.

3.16.1 Lamps

Lamps of the type, wattage, and voltage rating indicated shall be delivered to the project in the original cartons and installed just prior to project completion. Lamps installed and used for working light during construction shall be replaced prior to turnover to the Government if more than 15% of their rated life has been used. Lamps shall be tested for proper operation prior to turn-over and shall be replaced if necessary with new lamps from the original manufacturer. 10% spare lamps of each type, from the original manufacturer, shall be provided.

3.16.2 Lighting Fixtures

Fixtures shall be as shown and shall conform to the following specifications and shall be as detailed on the drawings. Illustrations shown on the drawings are indicative of the general type desired and are not intended to restrict selection to fixtures of any particular manufacturer. Fixtures of similar designs and equivalent energy efficiency, light distribution and brightness characteristics, and of equal finish and quality will be acceptable if approved. In suspended acoustical ceilings with fluorescent fixtures, the fluorescent emergency light fixtures shall be furnished with self-contained battery packs.

3.16.2.1 Accessories

Accessories such as straps, mounting plates, nipples, or brackets shall be provided for proper installation.

3.16.2.2 Ceiling Fixtures

Ceiling fixtures shall be coordinated with and suitable for installation in, on or from the ceiling as shown. Installation and support of fixtures shall be in accordance with NFPA 70 and manufacturer's recommendations. Where seismic requirements are specified herein, fixtures shall be supported as shown or specified. Recessed fixtures shall have adjustable fittings to permit alignment with ceiling panels. Recessed fixtures installed in fire-resistive ceiling construction shall have the same fire rating as the ceiling or shall be provided with fireproofing boxes having materials of the same fire rating as the ceiling, in conformance withUL Elec Const Dir. Surface-mounted fixtures shall be suitable for fastening to the ceiling panel structural supports.

3.16.2.3 Fixtures for Installation in Grid Type Ceilings

Fixtures for installation in grid type ceilings which are smaller than a full tile shall be centered in the tile. 305 by 1219 mm fixtures shall be mounted along the grid rail as shown. Work above the ceiling shall be coordinated among the trades to provide the lighting layout shown. Fixtures mounted to the grid shall have trim exactly compatible with the grid. Contractor shall coordinate trims with ceiling trades prior to ordering fixtures. Metric fixtures shall be designed to fit the metric grid specified. Fixtures in continuous rows shall be coordinated between trades prior to ordering. Fixtures shall be mounted using independent supports capable of supporting the entire weight of the fixture. No fixture shall rest solely on the ceiling grid. Recessed fixtures installed in seismic areas should be installed utilizing specially designed seismic clips. Junction boxes shall be supported at four points.

3.16.2.4 Suspended Fixtures

Suspended fixtures shall be provided with swivel hangers or hand-straights so that they hang plumb. Pendants, rods, or chains 1.2 meters or longer excluding fixture shall be braced to prevent swaying using three cables at 120 degrees of separation. Suspended fixtures in continuous rows shall have internal wireway systems for end to end wiring and shall be properly aligned to provide a straight and continuous row without bends, gaps, light leaks or filler pieces. Aligning splines shall be used on extruded aluminum fixtures to assure hairline joints. Steel fixtures shall be supported to prevent "oil-canning" effects. Fixture finishes shall be free of scratches, nicks, dents, and warps, and shall match the color and gloss specified. Pendants shall be finished to match fixtures. Aircraft cable shall be stainless steel. Canopies shall be finished to match the ceiling and shall be low profile unless otherwise shown. Maximum distance between suspension points shall be 3.1 meters or as recommended by the manufacturer, whichever is less.

Suspended fixtures installed in seismic areas shall have 45% swivel hangers and shall be located with no obstructions within the 45% range in all directions. The stem, canopy and fixture shall be capable of 45% swing.

3.16.3 Ballasts

Remote type ballasts or transformers, where indicated, shall be mounted in a well ventilated, easily accessible location, within the maximum operating

distance from the lamp as designated by the manufacturer.

3.16.4 (Am#0003)

3.17 (Am#0003)

3.18 EQUIPMENT CONNECTIONS

Wiring not furnished and installed under other sections of the specifications for the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Connections shall comply with the applicable requirements of paragraph WIRING METHODS. Flexible conduits 2 m or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. All motors shall be provided with separate grounding conductors. Liquid-tight conduits shall be used in damp or wet locations.

3.18.1 Motors and Motor Control

Motors, motor controls, and motor control centers shall be installed in accordance with NFPA 70, the manufacturer's recommendations, and as indicated. Wiring shall be extended to motors, motor controls, and motor control centers and terminated.

3.18.2 Installation of Government-Furnished Equipment

Wiring shall be extended to the equipment and terminated.

3.18.3 (Am#0003)

3.19 CIRCUIT PROTECTIVE DEVICES

The Contractor shall calibrate, adjust, set and test each new adjustable circuit protective device to ensure that they will function properly prior to the initial energization of the new power system under actual operating conditions.

3.20 (Am#0003)

3.21 REPAIR OF EXISTING WORK

The work shall be carefully laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceiling, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, this work shall be carefully done, and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved at no additional cost to the Government.

3.22 FIELD TESTING

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer (Am#0003) 21 days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspection recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. All field test reports will be signed and dated by the Contractor.

3.22.1 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.22.2 Ground-Resistance Tests

The resistance of (Am#0003) each grounding electrode shall be measured using the fall-of-potential method defined in IEEE Std 81. Soil resistivity in the area of the grid shall be measured concurrently with the grid measurements. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes must still be provided.

a. Single rod electrode - (Am#0003) 25 ohms.

3.22.3 Ground-Grid Connection Inspection

All below-grade ground-grid connections will be visually inspected by the Contracting Officer before backfilling. The Contractor shall notify the Contracting Officer (Am#0003) 48 hours before the site is ready for inspection.

3.22.4 Cable Tests

The Contractor shall be responsible for identifying all equipment and devices that could be damaged by application of the test voltage and ensuring that they have been properly disconnected prior to performing insulation resistance testing. An insulation resistance test shall be performed on all low and medium voltage cables after the cables are installed in their final configuration and prior to energization. The test voltage shall be 500 volts DC applied for one minute between each conductor and ground and between all possible combinations of conductors. The minimum value of resistance shall be:

R in megohms = (rated voltage in kV + 1) x 304.8/(length of cable in meters)

Each cable failing this test shall be repaired or replaced. The repaired cable system shall then be retested until failures have been eliminated.

3.22.4.1 (Am#0003)

- 3.22.4.2 Low Voltage Cable Tests
 - a. Continuity test.
 - b. Insulation resistance test.
- 3.22.5 (Am#0003)

3.22.6 Motor Tests

- a. Phase rotation test to ensure proper directions.
- b. Operation and sequence of reduced voltage starters.
- c. High potential test on each winding to ground.
- d. Insulation resistance of each winding to ground.
- e. Vibration test.
- f. Dielectric absorption test on motor (Am#0003).

3.22.7 Liquid-Filled Transformer Tests

The following field tests shall be performed on all liquid-filled transformers (Am #0003).

- a. Insulation resistance test phase-to-ground, each phase.
- b. Turns ratio test.
- c. Correct phase sequence.
- d. Correct operation of tap changer.

(Am#0003)

3.22.8 (Am#0003)

3.22.9 Circuit Breaker Tests

The following field tests shall be performed on circuit breakers.

- 3.22.9.1 (Am#0003)
- 3.22.9.2 (Am#0003)
- 3.22.9.3 Circuit Breakers, Molded Case
 - a. Insulation resistance test phase-to-phase, all combinations.
 - b. Insulation resistance test phase-to-ground, each phase.
 - c. Closed breaker contact resistance test.
 - d. Manual operation of the breaker.
- 3.22.10 (Am#0003)
- 3.22.11 (Am#0003)

3.23 OPERATING TESTS

After the installation is completed, and at such time as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the specified requirements. An operating test report shall be submitted in accordance with paragraph FIELD TEST REPORTS.

3.24 FIELD SERVICE

3.24.1 Onsite Training

The Contractor shall conduct a training course for the operating staff as designated by the Contracting Officer. The training period shall consist of a total of (Am#0003) 4 hours of normal working time and shall start after the system is functionally completed but prior to final acceptance tests. The course instruction shall cover pertinent points involved in operating, starting, stopping, servicing the equipment, as well as all major elements of the operation and maintenance manuals. Additionally, the course instructions shall demonstrate all routine maintenance operations. A VHS format video tape of the entire training shall be submitted.

3.24.2 Installation Engineer

After delivery of the equipment, the Contractor shall furnish one or more field engineers, regularly employed by the equipment manufacturer to supervise the installation of equipment, assist in the performance of the onsite tests, oversee initial operations, and instruct personnel as to the operational and maintenance features of the equipment.

3.25 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

-- End of Section --

SECTION 16528

EXTERIOR LIGHTING 02/95

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO LTS-3 (1994) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C78.1352	(1990) Electric Lamps - 1000-Watt, 250-Volt, S52 Single-Ended High-Pressure Sodium Lamps
ANSI C80.1	(1995) Rigid Steel Conduit - Zinc Coated
ANSI C82.4	(1992) Ballasts for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type)
ANSI C119.1	(1986; R 1997) Sealed Insulated Underground Connector Systems Rated 600 Volts
ANSI C135.14	(1979) Staples with Rolled or Slash Points for Overhead Line Construction
ANSI C135.30	(1988) Zinc-Coated Ferrous Ground Rods for Overhead or Underground Line Construction
ANSI C136.2	(1996) Luminaires, Voltage Classification Roadway Lighting Equipment
ANSI C136.3	(1995) Roadway Lighting Equipment-Luminaire Attachments
ANSI C136.6	(1997) Roadway Lighting Equipment - Metal Heads and Reflector Assemblies - Mechanical and Optical Interchangeability

ANSI C136.9	(1990) Roadway Lighting - Socket Support Assemblies for Use in Metal Heads - Mechanical Interchangeability	
ANSI C136.11	(1995) Multiple Sockets for Roadway Lighting Equipment	
ANSI C136.15	(1986) Roadway Lighting, High-Intensity-Discharge and Low-Pressure Sodium Lamps in Luminaires -	
ANSI 05.1	(1992) Specifications and Dimensions for Wood Poles	
AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)		
ASTM A 123/A 123M	(1997a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products	
ASTM A 153/A 153M	(1998) Zinc Coating (Hot-Dip) on Iron and Steel Hardware	
ASTM A 575	(1996) Steel Bars, Carbon, Merchant Quality, M-Grades	
ASTM A 576	(1990b; R 1995) Steel Bars, Carbon, Hot-Wrought, Special Quality	
ASTM B 2	(1994) Medium-Hard-Drawn Copper Wire	
ASTM B 8	(1995) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft	
ASTM B 117	(1997) Operating Salt Spray (Fog) Apparatus	
ASTM D 1654	(1992) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments	
AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)		
AWPA C4	(1995) Poles - Preservative Treatment by Pressure Processes	
AWPA P1/P13	(1995) Standard for Coal Tar Creosote for Land and Fresh Water and Marine (Coastal Water Use)	
AWPA P8	(1997) Standards for Oil-Borne Preservatives	
AWPA P9	(1997) Standards for Solvents for Organic Preservative Systems	

ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA)

IESNA RP-8 (1983; R 1993) Roadway Lighting

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2 (1997) National Electrical Safety Code

IEEE C136.13 (1987; R 1997) Metal Brackets for Wood

Poles

IEEE Std 81 (1983) Guide for Measuring Earth

Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

(Part 1)

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA TC 6 (1990) PVC and ABS Plastic Utilities Duct

for Underground Installation

NEMA TC 9 (1990) Fittings for ABS and PVC Plastic

Utilities Duct for Underground Installation

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 6 (1997) Rigid Metal Conduit

UL 44 (1997; Rev Mar 1999) Rubber-Insulated

Wires and Cables

UL 467 (1993; Rev Aug 1996) Grounding and Bonding

Equipment

UL 486A (1997; Rev thru Dec 1998) Wire Connectors

and Soldering Lugs for Use with Copper

Conductors

UL 514B (1996; R Oct 1998) Fittings for Conduit

and Outlet Boxes

UL 854 (1996; Rev Apr 1998) Service-Entrance

Cables

UL 1029 (1994; Rev thru Dec 1997)

High-Intensity-Discharge Lamp Ballasts

UL 1572 (1995; Rev thru Jun 1997) High Intensity

Discharge Lighting Fixtures

1.2 SYSTEM DESCRIPTION

1.2.1 Lighting System

The lighting system shall be configured as specified and shown. The system shall include all fixtures, hardware, poles, cables, connectors, adapters and appurtenances needed to provide a fully functional lighting system.

1.2.2 Electrical Requirements

The equipment shall operate from a voltage source as shown, plus or minus 10 percent, and 60 Hz, plus or minus 2 percent.

1.2.3 Interface Between Lighting System and Power Distribution

Conductors shall include all conductors extending from the load side of the primary and secondary power panels that serve assessment lighting equipment and be as indicated.

1.2.4 Nameplates

Each major component of equipment shall have a nonferrous metal or engraved plastic nameplate which shall show, as a minimum, the manufacturer's name and address, the catalog or style number, the electrical rating in volts, and the capacity in amperes or watts.

1.2.5 Standard Products

Materials and equipment shall be standard products of manufacturer regularly engaged in the manufacture of such products. Items of equipment shall essentially duplicate equipment that has been in satisfactory use at least 2 years prior to bid opening.

1.2.6 [Enter Appropriate Subpart Title Here]1.3 CORROSION PROTECTION

1.3.1 Aluminum Materials

Aluminum shall not be used.

1.3.2 Ferrous Metal Materials

1.3.2.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

1.3.2.2 Equipment

Equipment and component items, including but not limited to metal poles and ferrous metal luminaires not hot-dip galvanized or porcelain enamel finished, shall be provided with corrosion-resistant finishes which shall withstand 480 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1.6 mm (1/16 inch) from the test mark.

The scribed test mark and test evaluation shall have a rating of not less than 7 in accordance with TABLE 1, (procedure A) of ASTM D 1654. Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with a zinc rich paint conforming to the manufacturer's standard.

1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment and Materials; FIO.

Data published by the manufacturer of each item on the list of equipment and material, to permit verification that the item proposed is of the correct size, properly rated or applied, or is otherwise suitable for the application and fully conforms to the requirements specified.

Spare Parts; FIO.

Spare parts data for each item of material and equipment specified, after approval of detail drawings for materials and equipment, and not later than 4 months before the date of beneficial occupancy. The data shall include a complete list of parts, special tools, and supplies, with current unit prices and sources of supply.

SD-04 Drawings

Lighting System; GA.

Detail drawings for the complete system and for poles, lighting fixtures, and bracket arms,

As-Built Drawings; GA.

Final as-built drawings shall be finished drawings on mylar or vellum and shall be delivered with the final test report.

SD-09 Reports

Operating Test; GA.

Test procedures and reports for the Operating Test. After receipt by the Contractor of written approval of the test procedures, the Contractor shall schedule the tests. The final test procedures report shall be delivered after completion of the tests.

Ground Resistance Measurements; FIO.

The measured resistance to ground of each separate grounding installation,

indicating the location of the rods, the resistance of the soil in ohms per millimeter and the soil conditions at the time the measurements were made. The information shall be in writing.

SD-19 Operation and Maintenance Manuals

Lighting System; FIO.

A draft copy of the operation and maintenance manuals, prior to beginning the tests for use during site testing. Final copies of the manuals as specified bound in hardback, loose-leaf binders, within 30 days after completing the field test. The draft copy used during site testing shall be updated with any changes required, prior to final delivery of the manuals. Each manual's contents shall be identified on the cover. The manual shall include names, addresses, and telephone numbers of each subcontractor installing equipment and systems, and nearest service representatives for each item of equipment for each system. The manuals shall have a table of contents and tab sheets. Tab sheets shall be placed at the beginning of each chapter or section and at the beginning of each appendix. The final copies delivered after completion of the field test shall include modifications made during installation checkout and acceptance.

PART 2 PRODUCTS

2.1 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.2 BRACKET ARMS

2.2.1 Steel, Poles

Poles shall be provided with bracket arms of the support arm style and of the length indicated on drawings. Bracket arms shall conform to the design of the pole provided. The bracket arms shall be capable of supporting the equipment to be mounted on it with the maximum wind and ice loading encountered at the site. Strength of bracket arms shall be in accordance with IEEE C136.13. Steel brackets shall be galvanized. Wood bracket arms shall not be used.

2.2.2 Floodlight Brackets

Floodlight brackets shall be coordinated with the floodlight support provided.

2.3 CABLE

The Contractor shall provide all wire and cable not indicated as government furnished equipment. Wire and cable components shall be able to withstand

the jobsite environment for a minimum of 20 years.

2.3.1 Insulated Cable

Cable shall be type USE conforming to UL 854, with copper conductors and type RHW or XHHW insulation conforming to UL 44, and shall include green ground conductor. Cable shall be provided with insulation of a thickness not less than that given in column A of TABLE 15.1 of UL 854. Cable shall be rated 600 volts. Parts of the cable system such as splices and terminations shall be rated not less than 600 volts. The size and number of conductors and the number of cables shall be as indicated. Conductors larger than No. 8 AWG shall be stranded.

2.3.2 Bare Copper Conductors

Medium-hard-drawn copper conductors shall conform to ASTM B 2 and ASTM B 8.

2.4 CABLE SPLICES AND CONNECTORS

Cable splices and connectors shall conform to UL 486A. Underground splices and connectors shall also conform to the requirements of ANSI C119.1.

2.5 CONDUIT, DUCTS AND FITTINGS

2.5.1 Conduit, Rigid Steel

Rigid steel conduit shall conform to ANSI C80.1 and UL 6.

- 2.5.2 Conduit Fittings and Outlets
- 2.5.2.1 Fittings for Conduit and Outlet Boxes

UL 514B.

2.5.2.2 Fittings, PVC, for Use with Rigid PVC Conduit and Tubing UL 514B.

2.6 GROUND RODS

Ground rods shall be of copper clad steel conforming to UL 467 not less than 19.1 mm $\,$ in diameter by 2.4 m 3.1 m $\,$ in length of the sectional type driven full length into earth.

2.7 POLES

Metal poles shall be the pole manufacturer's standard design for supporting the number of fixtures indicated. Poles shall be designed for a wind velocity of 35.8 meters per second (80 mph) at the base of the pole, for a wind gust factor of 1.3, and for the height and drag factors recommended by AASHTO LTS-3. The effective projected area of luminaires and other pole-mounted devices shall be taken into account in pole design. Poles shall have grounding provisions. The type of pole shaft material provided shall not be mixed on any project. Grounding connection shall be

provided near the bottom of each metal pole . Scratched, stained, chipped, or dented poles shall not be installed.

2.7.1 Steel Poles

Steel poles shall be hot-dip galvanized in accordance with ASTM A 123/A 123M and shall not be painted. Poles shall have tapered tubular members, either round in cross-section or polygonal. Pole shafts shall be one piece. Poles shall be welded construction with no bolts, rivets, or other means of fastening except as specifically approved. Pole markings shall be approximately 900 to 1270 mm above grade and shall include manufacturer, year of manufacture, top and bottom diameters, length, and a loading tree. Attachment requirements shall be provided as indicated, including grounding provisions. Climbing facilities are not required. Bases shall be of the anchor bolt-mounted type.

2.7.2 Wood Poles for Lightning Protection

Wood poles shall conform to ANSI 05.1. Poles shall be pressure treated in accordance with AWPA C4 with creosote conforming to AWPA P1/P13 and oil-borne preservatives and petroleum conforming to AWPA P8 and AWPA P9. Species listed in ANSI 05.1 for which a preservative treatment is not specified in AWPA C4 shall not be used. Northern white cedar may be used if treated as specified for western red cedar, and western fir may be used if treated as specified for Douglas fir. Pole markings shall be located approximately 3 m from the butt of the pole or as approved. Poles shall be machine trimmed by turning smooth full length and shall be roofed, gained, and bored before pressure treatment.

2.7.3 Anchor Bolts

Anchor bolts shall be the pole manufacturer's standard, but not less than necessary to meet the pole wind and ice loading, herein and other specified design requirements.

2.8 POLE LINE HARDWARE

Zinc coated hardware shall conform to ANSI C135.1 and ANSI C135.14, and steel hardware material shall conform to ASTM A 575 and ASTM A 576. Hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M.

2.9 [Enter Appropriate Subpart Title Here]2.10 ILLUMINATION

2.10.1 General Lighting

Luminaires, ballasts, lamps, and control devices required for general area lighting, including floodlighting shall be in accordance with detail indicated on the drawings.

2.11 LAMPS AND BALLASTS, HIGH INTENSITY DISCHARGE (HID) SOURCES

2.11.1 High-Pressure Sodium

Lamps shall conform toor ANSI C78.1352. Ballasts shall conform to ANSI

C82.4, or UL 1029. High-pressure sodium lamps shall be clear.

2.12 LUMINAIRE COMPONENTS

Luminaire components shall conform to the following: attachments, ANSI C136.3; voltage classification, ANSI C136.2; field identification marking, ANSI C136.15; interchangeability, ANSI C136.6 and ANSI C136.9; and sockets, ANSI C136.11.

2.13 PHOTOMETRIC DISTRIBUTION CLASSIFICATION

Photometrics shall conform to IESNA RP-8.

2.14 LUMINAIRES, FLOODLIGHTING

2.14.1 HID

HID lighting fixtures shall conform to UL 1572.

2.15 FIXTURES

Standard fixtures shall be as detailed on the drawings. Illustrations shown on the drawings are indicative of the general type desired and are not intended to restrict selection to fixtures of any particular manufacturer. Fixtures of similar design, equivalent light distribution and brightness characteristics, equal finish and quality will be acceptable as approved.

2.15.1 Accessories

Accessories such as straps, mounting plates, nipples, or brackets shall be provided for proper installation.

2.15.2 In-Line Fuse

An in-line fuse shall be provided for each fixture, and shall consist of a fuse and a UL approved waterproof fuse holder rated at 30 amperes, 600 volts, with insulated boots. Fuse rating shall be600 volts ambacity as indicated.

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall install all system components, including government furnished equipment, and appurtenances in accordance with the manufacturer's instructions, IEEE C2, and contract documents, and shall furnish necessary hardware, fixtures, cables, wire, connectors, interconnections, services, and adjustments required for a complete and operable system.

3.1.1 Current Site Conditions

The Contractor shall verify that site conditions are in agreement with the design package. The Contractor shall report all changes to the site or conditions that will affect performance of the system to the Government. The Contractor shall not take any corrective action without written

permission from the Government.

3.2 ENCLOSURE PENETRATIONS

Enclosure penetrations shall be from the bottom unless the system design requires penetrations from other directions. Penetrations of interior enclosures involving transitions of conduit from interior to exterior, and penetrations on exterior enclosures shall be sealed with rubber silicone sealant to preclude the entry of water. The conduit riser shall terminate in a hot-dipped galvanized metal cable terminator. The terminator shall be filled with an approved sealant as recommended by the cable manufacturer, and in such a manner that the cable is not damaged.

3.3 PREVENTION OF CORROSION

3.3.1 Steel Conduits

Steel conduits shall not be installed within concrete slabs-on-grade. Steel conduits installed underground or under slabs-on-grade, or penetrating slabs-on-grade, shall be field wrapped with 254 micrometers (0.010 inch) thick pipe-wrapping plastic tape applied with a 50 percent overlap, or shall have a factory-applied plastic resin, epoxy coating. Zinc coating may be omitted from steel conduit which has a factory-applied epoxy coating.

3.3.2 Cold Galvanizing

Field welds and/or brazing on factory galvanized boxes, enclosures, conduits, etc. shall be coated with a cold galvanized paint containing at least 95 percent zinc by weight.

3.4 CABLE INSTALLATION

Cable and all parts of the cable system such as splices and terminations shall be rated not less than 600 volts. The size and number of conductors and the number of cables shall be as indicated. Conductors larger than No. 8 AWG shall be stranded. Each circuit shall be identified by means of fiber or nonferrous metal tags, or approved equal, in each handhole, junction box, and at each terminal.

3.4.1 Splices

Splices below grade shall be made with nonpressure-filled resin systems using transparent, interlocking, self-venting, longitudinally split plastic molds. Splices above grade shall be made with sealed insulated pressure connectors and shall provide insulation and jacket equal to that of the cable. In order to prevent moisture from entering the splice, jackets shall be cut back to expose the required length of insulation between the jacket and the tapered end of the insulation.

3.4.2 Installation in Duct Lines

Ground and neutralconductors shall be installed in duct with the associated phase conductors. Cable splices shall be made in handholes only.

3.5 POLE INSTALLATION

Pole lengths shall provide a luminaire mounting height as indicated on the drawings. Electrical cabling shall be provided to the light pole as specified in Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND. The mount interfaces shall have ac power connected, and the pole wiring harness shall be connected to the luminaire. Light poles shall not be installed outside the site or inside the perimeter zone. Pole installation shall conform to the manufacturer's recommendations, NFPA 70, and IEEE C2. Poles shall be set straight and plumb.

3.5.1 Pole Brackets

Brackets shall be installed as specified by the manufacturer and as shown on drawings. Mounting hardware shall be sized appropriately to secure the mount, luminaire, and housing with wind and ice loading normally encountered at the site. Pole brackets for floodlights shall have the number of tenons indicated, arranged to provide the indicated spread between each tenon. Where indicated on drawings, adjustable heads shall be installed on the brackets to position the luminaires. Identical brackets shall be used with one type of luminaire.

3.5.2 Concrete Foundations

Concrete foundations shall have anchor bolts accurately set in the foundation using a template supplied by the pole manufacturer. Once the concrete has cured, the pole shall be set on the foundation, leveled on the foundation bolts, and secured with the holding nuts. The space between the foundation and the pole base shall be grouted. Concrete and grout work shall conform to Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. Concrete shall be 21 MPa (3000 psi) at 28 days.

3.5.3 Rigid Steel Conduit Ells

Rigid steel conduit ells shall be provided at all poles. Rigid steel conduit shall be connected to the ells and shall extend to a minimum height of 3 m above grade. Rigid steel conduit ells shall be provided for wood poles, where required

3.5.4 Wood Pole Installation

Wood poles shall be set straight and firm. In normal firm ground, minimum pole-setting depths shall be as listed in Table I. In rocky or swampy ground, pole-setting depths shall be decreased or increased respectively in accordance with the local utility's published standards and as approved. In swampy or soft ground, a bog shoe shall be used where support for a pole is required. Poles in straight runs shall be in a straight line. Curved poles shall be placed with curvatures in the direction of the pole line. Poles shall be set to maintain as even a grade as practicable. When the average ground run is level, consecutive poles shall not vary more than 1.5 m in height. When the ground is uneven, poles differing in length shall be kept to minimum by locating poles to avoid the highest and lowest ground points. If it becomes necessary to shorten a pole, a piece shall be sawed

off the top end and roofed. If any pole is shortened after treatment, the shortened end of the pole shall be given an application of hot preservative. Where poles are set on hilly terrain, along edges of cuts or embankments, or where soil may be washed out, special precautions shall be taken to ensure durable pole foundations, and the setting depth shall be measured from the lower side of the pole. Holes shall be dug large enough to permit proper use of tampers to the full depth of a hole. Earth shall be placed into a hole in 15 cm maximum layers, then thoroughly tamped before the next layer is placed. Surplus earth shall be placed around a pole in a cone and packed tightly to drain water from poles.

TABLE I - MINIMUM POLE-SETTING DEPTH (Meters)

		Curves,
Length		Corners, and
Overall	Straight	Points of
Meters	Lines	Extra Strain
6.1	1.5	1.5
7.6	1.7	1.7
9.2	1.7	1.7
10.7	1.8	1.8
12.2	1.8	2.0
13.7	2.0	2.1
15.2	2.1	2.3
16.7	2.3	2.5
18.3	2.5	2.6

3.5.5 Steel Pole Installation

Poles shall be mounted on cast-in-place foundations. Conduit elbows shall be provided for cable entrances into pole interiors.

3.5.5.1 Cast-In-Place Foundations

Concrete foundations, sized as indicated, shall have anchor bolts accurately set in foundations using templates supplied by the pole manufacturer. Concrete work and grouting is specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. After the concrete has cured, pole anchor bases shall be set on foundations and leveled by shimming between anchor bases and foundations or by setting anchor bases on leveling nuts and grouting. Poles shall be set plumb. Anchor bolts shall be the manufactures standard, and not less than necessary to meet the pole wind loading and other specified design requirements.

3.6 LIGHTING

3.6.1 Lamps

Lamps of the proper type, wattage, and voltage rating shall be delivered to the project in the original containers and installed in the fixtures just before completion of the project.

3.6.2 Fixture Installation

Standard fixtures shall be installed as detailed on the drawings. Illustrations shown on these sheets or on the drawings are indicative of the general type desired and are not intended to restrict selection of fixtures to any particular manufacturer. Fixtures of similar design, equivalent light-distribution and brightness characteristics, and equal finish and quality will be acceptable as approved.

3.6.2.1 Accessories

Accessories such as straps, mounting plates, nipples, or brackets shall be installed as required for proper installation.

3.6.2.2 In-Line Fuses

An in-line fuse shall be provided for each fixture.

3.7 GROUNDING

Grounding shall be in conformance with NFPA 70, the contract drawings, and the following. Grounding conductors shall be soft-drawn, stranded copper. Ground rods shall be driven into the earth so that after the installation is complete, the top of the ground rod will be approximately 300 mm below finished grade, except in handholes.

3.7.1 Ground Rods

The resistance to ground shall be measured using the fall-of-potential method described in IEEE Std 81. The maximum resistance of a driven ground rod shall not exceed 25 ohms under normally dry conditions. Whenever the required ground resistance is not met, additional electrodes shall be provided interconnected with grounding conductors, to achieve the specified ground resistance. The additional electrodes shall be up to three, 3 m long rods spaced a minimum of 3 m apart If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately. Connections below grade shall be fusion welded. Connections above grade shall be fusion welded or shall use UL 467 approved connectors.

3.7.2 Items to be Grounded

Ground conductors, metallic conduits, junction boxes, and noncurrent-carrying metallic parts of equipment shall be grounded. Connections above grade shall be made with solderless connectors, and those below grade shall be made by a fusion-welding process.

3.7.3 Lighting Pole

One ground rod shall be provided at each pole. Bases of metal or concrete lighting poles shall be connected to ground rods by means of No. 8 AWG bare copper wire. Lighting fixture brackets on wood and concrete poles shall be grounded to a No. 6 AWG bare copper grounding conductor connected to the ground rod.

3.8 TESTS

3.8.1 Operating Test

After the installation is completed and at such time as the Contracting Officer may direct, the Contractor shall conduct an operating test for approval. The equipment shall be demonstrated to operate in accordance with the requirements specified. The test shall be performed in the presence of the Contracting Officer. The Contractor shall furnish instruments and personnel required for the test, and the Government will furnish the necessary electric power.

3.8.2 Ground Resistance Measurements

The resistance to ground shall be measured by the fall-of-potential method described in IEEE Std 81.

The contractor shall maintain a separate set of drawings, elementary diagrams and wiring diagrams of the lighting to be used for "as-built" drawings. This set shall be accurately kept up to date by the Contractor with all changes and additions to the lighting system. In addition to being complete and accurate, this set of drawings shall be kept neat and shall not be used for installation purposes. Upon completion of the as-built drawings, a representative of the Government will review the as-built work with the Contractor. If the as-built work is not complete, the Contractor will be so advised and shall complete the work as required.

-- End of Section --